

## MLC CERTIFICATES

**Application for Certificates of Financial Security under Regulation 2.5. Standard A2.5.2 and Regulation 4.2, Standard A4.2.1 paragraph 1(b) of the Maritime Labour Convention 2006 (as amended) (“MLC Certificates”) pursuant to the Maritime Labour Convention Extension Clause 2016 (“MLC Extension Clause 2016”)**

**VESSEL NAME(S)**

**IMO Number(s)**

We request you to issue MLC Certificates for the period Noon GMT on 20 February 2018 to Noon GMT on 20 February 2019.

### Undertakings

We hereby undertake and agree that in consideration of the Association agreeing to issue the above MLC Certificates at our request

- (a) we know of no events or claims which may give rise to a demand under the MLC Certificates;
- (b) we and all Co-assureds/Joint Members/Joint Entrants will be bound by the terms of the MLC Extension Clause 2016;
- (c) where any payment by the Association under any such MLC Certificate is in respect of war risks, we will indemnify the Association to the extent that such payment is recoverable under the Member’s P&I war risks policy, or would have been recoverable if the Member had maintained and complied with the terms and conditions of a standard P&I war risks insurance policy,
- (d) to assign to the Association all the rights of the Member under any social security scheme, or other insurance or national fund or other similar arrangement where such scheme, insurance, national fund or arrangement applies in respect of all or any liabilities arising under the MLC Certificates;
- (e) 30 days from a notice to the Flag State of the termination thereof we shall take all necessary steps to remove the MLC Certificates and any copies thereof from the Vessel(s).

If we request MLC Certificates prior to entry in the Association of the above vessel(s) being concluded for the 2018/2019 policy year, we further undertake that, in consideration of the Association providing upon our request the above Certificates for a period including the 2018/2019 policy year in order to ensure that such Vessels are able to trade without delay and without the risk of penalties or fines for failing to satisfy MLC certification requirements

- (a) it is our intention to enter the above vessel(s) in the Association or in another Association in the International Group of P&I Associations for the 2017/2018 policy year; and
- (b) if we do not effect such entry we will indemnify the Association and hold it harmless in respect of any and all liabilities, losses, damages, risks, costs or expenses which it may suffer or incur under MLC or implementing domestic legislation as a direct or indirect consequence of issuing the Certificates.

The above undertakings shall be governed by and construed in accordance with the law of the State of New York and any claim, dispute, legal action or proceeding arising out of or in connection with this letter of undertaking shall be subject to the exclusive jurisdiction of the United States District Court for the Southern District of New York.

When called upon to do so, we will instruct attorneys in New York to accept, on behalf of Owners of any of the above Vessels, service of proceedings issued on behalf of the Club in connection with this letter of undertaking.

Dated: \_\_\_\_\_

Signed by Member on behalf of the Member and all Co-assureds/Joint Members/Joint Entrants

(if not signed by Member must be signed by authorised signatory of Member)