

## MLC CERTIFICATES

**Application for Certificates of Financial Security under Regulation 2.5.2 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”)**

### **Details of Vessel**

Vessel Name:

Port of Registry:

Call Sign:

IMO Number:

Name of Registered Owner (applicant):

### **MLC Certificates Required:**

Certificate for Shipowners' Liability arising under Regulation 2.5.2 Standard A2.5.2 (repatriation costs, maintenance and contractual wages and entitlements)

Certificate for Shipowners' Liability arising under Regulation 4.2 Standard A4.2.1 (b) (contractual payment for death or long-term disability)

### **Undertakings**

1. We hereby undertake and agree that in consideration of the Association agreeing to issue the above Certificates at our request
  - (a) We and all Co-assureds/Joint Members/Joint Entrants will be bound by the terms of the MLC Extension Clause 2016 which is deemed incorporated herein;<sup>1</sup>
  - (b) where any payment by the Association under any such 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,
  - (c) 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;

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<sup>1</sup> A copy of the MLC Extension Clause 2016 is to be found on the Association's website

(d) 30 days from a notice to the Flag State of the termination thereof we shall take all necessary steps to remove the Certificates and any copies thereof from the Vessel(s) and return them to the Association.

2. 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.
3. 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)