**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”)[[1]](#footnote-1)**

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| **Vessel Name** | **Call Sign** | **Port of Registry** | **IMO Number** | **Name of Registered Owner (to appear on certificate)** |
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**Type of MLC Certificate(s) required:**

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| [ ]  | Certificate for Shipowners’ Liability arising under Regulation 2.5.2 Standard A2.5.2 (repatriation costs, maintenance, contractual wages and entitlements)  |
| [ ]  | Certificate for Shipowners’ Liability arising under Regulation 4.2, Standard A4.2.1 (b) (contractual payments for death or long term disability) |
| **Period of validity of Certificates for vessels attaching during the 2020 policy year:** |
| [ ]  | We request you to issue Certificates from the date of entry to noon GMT on 20 February 2021 |

**Undertaking**

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

1. 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;
2. 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,
3. 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;
4. 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.

The above undertaking shall be governed by and construed in accordance with English law 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 High Court of Justice in London

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| Dated: |   |

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

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

1. *A copy of the MLC Extension Clause 2016 is to be found in the 2019 Rules of The United Kingdom Mutual Steam Ship Assurance Association (Europe) Limited or as applicable* *UK P&I Club N.V., Netherlands – Owners’ Addendum.* [↑](#footnote-ref-1)