**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”).** |
| **APPLICANT:***(Registered Owner)* |  |

**VESSEL NAME(S)**

|  |  |
| --- | --- |
|  |  |

**Period of Validity of Certificates**

We request you to issue Certificates for the period to .

**Undertakings**

1. We hereby undertake and agree that in consideration of the Insurer agreeing to issue the above Certificates at our request
2. we know of no events or claims which may give rise to a demand under the MLC Certificates;
3. we and all Additional Insureds will be bound by the terms of the [MLC Extension Clause 2016](http://www.nepia.com/media/502208/MARITIME-LABOUR-CONVENTION-EXTENSION-CLAUSE-2016.PDFhttp%3A/www.nepia.com/media/502208/MARITIME-LABOUR-CONVENTION-EXTENSION-CLAUSE-2016.PDF) which is deemed incorporated herein;
4. where any payment by the Insurer under any such certificate is in respect of war risks, we will indemnify the Insurer to the extent that such payment is recoverable under the Insured’s P&I war risks policy, or would have been recoverable if the Insured had maintained and complied with the terms and conditions of a standard P&I war risks insurance policy;
5. to assign to the Insurer all the rights of the Insured 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;
6. 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 Insurer.
7. The above undertakings 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.
8. When called upon to do so, we will instruct solicitors in London to accept, on behalf of the Owners of any of the Vessels, as listed, service proceedings issued on behalf of the Insurer in connection with this undertaking.

|  |  |
| --- | --- |
| **Date** |  |

**Signed by**

……………………………………………………..

Insured on behalf of the Insured and all Additional Insureds.