

## MLC CERTIFICATES

### **Application for Certificates of Financial Security under Regulation 2.5 Standard A2.5.2 and Regulation 4.2, Standard A4.2.1 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”)**

This application and undertaking concern any ship entered with the Association by the Member at the time of signing this document and any future entries of ship(s) with the Association, for which the Association agrees to issue MLC Certificates.

#### **Period of validity**

We request you to issue MLC Certificates from the date of signing of this application.

#### **Undertaking**

1. We hereby undertake and agree that in consideration of the Association agreeing to issue MLC Certificates at our request:
  - (a) We and all Joint Members/Co-assureds will be bound by the terms of the [MLC Extension Clause 2016](#); and
  - (b) where any payment by the Association under any MLC Certificates 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; and
  - (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; and
  - (d) we know of no events, losses or claims that are likely give rise to a claim under the MLC Certificates; and
  - (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 ship(s); and
  - (f) we have the authority of all Co-assureds and Joint Members to make this request and to bind each of them to all the obligations under the MLC Extension Clause 2016 and hereunder.
2. We hereby agree that the Undertaking in paragraph 1 shall apply in respect of the Period of validity for which this application is made, and in respect of all future policy years for which the Member (or entity applying on behalf of the Member) agrees to enter the entire fleet or ship(s) in the Association and for which the Association agrees to issue MLC certificates.
3. If we request you to issue MLC Certificates in the respect of the above vessel(s) before the entry in the Association for the next Policy Year is agreed, we further

undertake, in consideration thereof, that should such entry not be agreed 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 as a direct or indirect consequence of issuing such MLC Certificates.

4. This undertaking shall be governed by and construed in accordance with Norwegian law and any claim, dispute, legal action or proceeding arising out of or in connection with these undertaking shall be subject to the exclusive jurisdiction of the Norwegian courts.

Dated:

Name in capital letters:

Position:

Company:

Signature:

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Signed on behalf of the Member and all Co-assureds/Joint Members  
(if not signed by the Member, it must be signed by authorized signatory of the Member)