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| --- |
| [Insert date] |
| OWNER’S FIXED BLUE CARD /MLC CERTIFICATE UNDERTAKING |

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| --- | --- | --- | --- | --- |
| Name of vessel(s): |  |  |  |  |
| Type of Certificate |  |  |  |  |
| IMO: |  |  |  |  |
| Call sign: |  |  |  |  |
| Port of registry: |  |  |  |  |
| Flag: |  |  |  |  |
| Registered owner: |  |  |  |  |
| Full address of principal place of business: |  |  |  |  |
| State issuing Certificate (if not flag state) |  |  |  |  |

**MLC Undertakings**

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

(a) 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 Assured’s P&I war risks policy, or would have been recoverable if the Assured had maintained and complied with the terms and conditions of a standard P&I war risks insurance policy,

(b) to assign to the Association all the rights of the Assured 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;

(c) 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.

**General Undertakings for Certificates**

Certificates under CLC, Bunkers Convention, Athens Convention/PLR, MLC 2006 and WRC will be issued once a binding agreement has been reached for entry of the vessel(s). If blue cards/certificates are requested before

such agreement has been concluded, the following undertaking is required:

In consideration of the Association, upon our request and prior to entry in the Association of the above Vessels being concluded, providing Blue Cards/MLC Certificates so as to satisfy the certification requirements applicable to such Vessels pursuant to any or all of the following Conventions and to ensure that such Vessels are able to trade without delay and without the risk of penalties or fines for failing to satisfy such certification requirements [please indicate which blue cards are needed in the table above]:

A. Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001 (Bunkers Convention)

B. Articles VII of the International Convention on Civil Liability for Oil Pollution Damage 1969 and 1992 (CLC)

C. Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the Liability of Carriers of Passengers by Sea in the Event of Accidents (PLR non-war only)

D. Article 4bis of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974 and the Protocol of 2002 (“Athens”) to the 1974 Athens Convention

E. Article 12 of the Nairobi International Convention on the Removal of Wrecks, 2007 ("WRC")

F. Regulation 2.5.2 and Standard A2.5.2, Regulation 4.2, Standard A4.2.1 paragraph 1(b) of the Maritime Labour Convention 2006 (MLC 2006)

We hereby undertake and confirm that:

1) it is our intention to enter the above Vessels in the Association and;

2) 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 the terms of the Blue Cards/MLC Certificates or as a direct or indirect consequence of issuing the Blue Cards/MLC Certificates including any liability the Association may incur under any applicable international compensation regime or implementing domestic legislation;

3) we have in place a war risks policy on standard terms with a separate limit for P&I liabilities for at least the proper value of the ship, and that we will comply with the terms and conditions of this policy.

In consideration of the Association agreeing to issue a "Blue Card" and/or MLC Certificates, whether or not prior to entry in the Association of the above vessel(s) being concluded, at the request of the Assureds or their agent, in support of a Bunker Convention, CLC certificate, PLR Non-war and/or Athens and/or WRC and/or MLC Certificates, we hereby agree that, 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 Assured's P&I war risks policy, or would have been recoverable if the Assured had maintained and complied with the terms and conditions of a standard P&I war risks insurance policy, and, further, we agree to assign to the Association all the rights of the Assured under such insurance and against any third party.

These 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.

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

We also represent and warrant that the signatory is authorised to sign this form on behalf of the Assured and each of the co-Assureds.

Dated:

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Signed by Assured (if not signed by Assured must be signed by authorized signatory of Assured)