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| OWNERS Blue Card Undertaking FORM | [Insert date] |

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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:

1. we know of no events or claims which may give rise to a demand under the MLC Certificates;
2. we and all Co-assureds and Joint Members will be bound by the terms of the MLC Extension Clause 2016 which is deemed incorporated herein¹;
3. 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;
4. 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;
5. 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;
6. 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.

**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]:

1. Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001 (Bunkers Convention)
2. Articles VII of the International Convention on Civil Liability for Oil Pollution Damage 1969 and 1992 (CLC)
3. 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)
4. 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
5. Article 12 of the Nairobi International Convention on the Removal of Wrecks, 2007 (“WRC”)
6. Regulation 2.5.2, Standard A2.5.2, Regulation 4.2 and Standard A4.2.1 paragraph 1(b) of the Maritime Labour Convention 2006 (MLC 2006)

We hereby undertake and agree that:

1. it is our intention to enter the above Vessels in the Association, or in another Association in the International Group of P&I Associations for the next policy year 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. In the event that Blue Cards are provided by the Association and Convention certificates are obtained in accordance with any of the above mentioned Conventions, we warrant that we will return such Convention certificates to the issuing State as soon as reasonably possible in the event that the entry of any of the vessels named on the certificates is terminated during the course of the policy period, and advise the Association when they have been so returned;
4. in consideration of the Association at our request providing in respect of vessels entered by us in the Association evidence of war insurance (War Blue Card) in order to obtain a Certificate of Insurance under PLR which gives effect to Article 4 bis of the Athens Convention 1974 (including the 2002 Protocol thereto and the 2006 IMO Guidelines), we shall indemnify the Association and hold it harmless against any loss, cost, liability or expense which the Association may incur by reason of the failure of reinsurers to pay claims by the Association under any reinsurance of the Association (other than reinsurances of the Association arranged collectively for and on behalf of the entire International Group) in respect of liabilities arising under PLR; and reimburse the Association the costs of reinsurance obtained by the Association in respect of risks and liabilities arising as war insurers issuing War Blue Cards in accordance with PLR, including (without limitation) such reinsurance costs paid or due to be paid to reinsurance for each entered vessel in respect of which the Association has issued a War Blue Card.

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 owners 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 Owner's P&I war risks policy, or would have been recoverable if the Owner 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 Owner 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 Owners of any of the above Vessels, service of proceedings issued on behalf of the Club in connection with this letter of undertaking.

Dated:

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Signed by Member (if not signed by Member must be signed by authorized signatory of Member)
¹ A copy of the MLC Extension Clause 2016 is to be found on the Association’s website