

ANNEX 3

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")

Details of Vessel(s)

(a schedule of vessel information can be attached to this Application Form)

Vessel name:

Port of Registry:

Call sign:

IMO number:

Name of Registered Owner (Applicant):

MLC Certificates Required:

Certificate for Shipowners' Liability arising under Regulation 2.5.2 Standard A2.5.2 (repatriation costs, maintenance and 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

Choose **one** of the following Options:

OPTION A

We request you to issue Certificates for the period 18 January 2017 to noon GMT on 20 February 2018 ☐

OPTION B

We request you to issue Certificates for the period 18 January 2017 to noon GMT on 20 February 2017 ☐

OPTION C

We request you to issue Certificates for the period noon GMT on 20 February 2017 to noon GMT on 20 February 2018 ☐

Explanation: Option A should be used by members who have renewed or intend to renew their entry for the above vessel(s) with the Association for the 2017/2018 policy year.

Option B should be used by Members who do not intend to renew their entry for the above vessel(s) with the Association for the 2017/2018 policy year.

Option C should be used by Members who intend to enter the above vessel(s) as a new entry with the Association for the 2017/2018 policy year.

Indemnity and Assignment Agreement

1. We hereby undertake that in consideration of the Association agreeing to issue the above Certificate(s) at our request:
 - (a) We and all Joint Members/Joint Assureds insured under the same entry will be bound by (i) the terms of this Agreement and (ii) the MLC Extension Clause 2016 which is deemed incorporated herein;¹
 - (b) 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; 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;
 - (d) 30 days from a notice to us and/or the Flag State of the termination thereof we shall take immediate steps to remove the Certificates and any copies thereof from the Vessel(s) and return them to the Association.
2. If we request Certificates under Options A and/or C prior to entry in the Association of the above vessel(s) being concluded for the 2017/2018 policy year, we further undertake that, in consideration of the Association providing upon our request the above Certificates for a period including the 2017/2018 policy year in order to ensure that such Vessels are able to trade without delay and without the risk of penalties or fines for failing to satisfy MLC certification requirements:
 - (a) it is our intention to enter the above vessel(s) in the Association, or in another Association in the International Group of P&I Associations for the 2017/2018 policy year; and

¹ A copy of the MLC Extension Clause 2016 is to be found on the Association's website <https://www.steamshipmutual.com/publications/Articles/mlconv2017.htm>

- (b) 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 MLC or domestic legislation implementing MLC as a direct or indirect consequence of issuing the Certificates.

3. We hereby agree that this Agreement shall apply in favour of the Association in respect of the policy year(s) for which the above request is made, and in respect of all future policy years in which the Applicant agrees to enter the vessel(s) in the Association for which vessel(s) the Association agrees to issue MLC certificates.

4. This Agreement is to remain in full force and effect in respect of the above identified vessel(s) (as denoted by its/their unique IMO number(s)) for the duration of entry in the Association by the Member, and shall remain so notwithstanding any other alterations to the MLC Certificate application details contained herein throughout such period of entry.

5.

- (a) This Agreement 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;
- (b) When called upon to do so, we will instruct solicitors in London to accept service of legal notices and/or any proceedings issued on behalf of the Association in connection with this Agreement.

Dated:

Signed by

On behalf of the Member and all Joint Members/Joint Assureds
(if not signed by Member must be signed by an authorised signatory of Member).