**Letter of Undertaking**

To: Assuranceforeningen Gard – gjensidig – / Gard P. & I. (Bermuda) Ltd.

 c/o Gard AS

P.O. Box 789 Stoa

NO – 4809 ARENDAL

Norway

From:

Date of this Agreement:

Dear Sirs,

Vessel name(s): Applicable Conventions/regimes

Vessel “One” [A] [B]

Vessel “Two”

Etc.

In consideration of the Club, upon our request and prior to entry in the Club of the above vessels being concluded for the 2024/2025 policy year providing Blue Cards 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 operate without delay and without the risk of penalties or fines for failing to satisfy such certification requirements [*please indicate which blue cards are needed by specifying A and/or B as appropriate, after the name of each vessel listed above*]:

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

**B** Article 12 of the Nairobi International Convention on the Removal of Wrecks, 2007

We hereby agree that:

1. we warrant that it is our intention to enter the above vessels in the Club for the policy year starting from noon on 20th February 2024, and;
2. if we do not effect such entry we will indemnify the Club 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 or as a direct or indirect consequence of issuing the Blue Cards including any liability the Club may incur under any applicable international compensation regime or implementing domestic legislation;
3. this letter of 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 this letter of undertaking shall be subject to the exclusive jurisdiction of the Norwegian courts;
4. when called upon to do so, we will instruct lawyers in Oslo 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.
5. In the event that Blue Cards are provided by the Club 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 Club when they have been so returned.

In consideration of the Club agreeing to issue a "Blue Card", whether or not prior to entry in the Club of the above vessel being concluded, at the request of the Owner or their agent, in support of a Bunker Convention and/or Wreck Removal Convention 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 Club 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 Club all the rights of the Owner under such insurance and against any third party.

Yours faithfully,

Signed: [insert name of Owner]

For and on behalf of and as authorised by the Owners of the above Vessels.