**Letter of Undertaking**

To:

From:

Date of this Agreement:

Dear Sirs,

Ship name(s): Applicable Conventions/regimes

Ship “One” [A] [B] [C] [D] [E]

Ship “Two”

Etc.

In consideration of the Club, upon our request and prior to entry in the Club of the above ship(s) being concluded for the 2024/2025 policy year providing Blue Card(s) and MLC Certificates so as to satisfy the certification requirements applicable to such ship(s) pursuant to any or all of the following Conventions and to ensure that such ship(s) 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 Card(s) and/or MLC Certificates are needed by specifying A, B, C, D and/or E as appropriate, after the name of each ship(s) listed above*]:

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

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

**C** Article 4bis of the Athens Convention, 2002 relating to the Carriage of Passengers and their Luggage by Sea, 2002 (non-war only) or Regulation 392/2009/EC 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) (Athens Convention)

 **D** Article 12 of the Nairobi International Convention on the Removal of Wrecks, 2007 (Wreck Removal Convention)

**E** Financial security requirements under Regulation 2.5.2 Standard A2.5.2 and Regulation 4.2, Standard A4.2.1 1 (b) of the Maritime Labour Convention 2006 (as amended) (MLC)

We hereby agree that:

1. we warrant that it is our intention to enter the above ship(s) in the Club, or in another club in the International Group of P&I Associations 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 Card(s) and MLC Certificates or as a direct or indirect consequence of issuing the Blue Card(s) and MLC Certificates 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 ship(s), service of proceedings issued on behalf of the Club in connection with this letter of undertaking.
5. In the event that Blue Card(s) and/or MLC Certificates 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 ship(s) 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 and/or MLC Certificates, whether or not prior to entry in the Club of the above ship(s) being concluded, at the request of the Owner or their agent, in support of a Bunker Convention, Wreck Removal Convention, CLC, and/or MLC, we hereby agree that, where any payment by the Association under any such Blue Card and/or MLC 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 ships.