

Agreement and Undertaking (Self-Insured Employer)

U.S. Department of Labor

Employment Standards Administration
Office of Workers' Compensation Programs
Division of Longshore and Harbor Workers' Compensation



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Authorization of an employer to be self-insured under the Longshore and Harbor Workers' Compensation Act, 33 USC 901-950, or any of its extensions, may be denied unless this agreement and undertaking form is executed and returned to the Office of Workers' Compensation Programs. (30 USC 932(a) (2); 20 C.F.R. 703.303, 703.313). The Office will use the information collected to assure the employer's prompt payment of compensation, medical services and supplies, and any other obligations it has under these statutes. Furnishing this information is mandatory. (20 CFR 703.304).

OMB No. 1215-0204
Exp. Date: 09/30/2010

Note: persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

Self-Insurer's Name and Address (Principal Office)	Coverage Under Longshore and Harbor Workers' Compensation Act (33 USC 901) Defense Base Act (42 USC 1651) Outer Continental Shelf Lands Act (43 USC 1331) Nonappropriated Fund Instrumentalities Act (5 USC 8171)
Type of Business	

Having applied for and received authorization from the Office of Workers' Compensation Programs (OWCP) to self-insure our liabilities under the statutes indicated above, **WE UNDERTAKE AND AGREE TO THE FOLLOWING CONDITIONS ON OUR AUTHORIZATION TO SELF-INSURE:**

1. We grant to OWCP a security interest in the collateral described below to secure our liability for payment of all compensation, medical services and supplies, other expenses, and any other obligations due under the Longshore and Harbor Workers' Compensation Act, 33 USC 901-950, and its extensions.

Amount of Indemnity Bond \$	Name of Surety Company				
Amount of Letter of Credit \$	Name of Financial Institution				
Total Value of Securities Deposited \$	Where Deposited				
Par Value of Securities \$	Deposit Value of Securities \$	Issued By	Rate of interest	Due Date	Number of Certificate

2. We have delivered the indemnity bonds and letters of credit described in section one to OWCP. We have deposited any negotiable securities described in section one with a Federal Reserve Bank or the Treasurer of the United States in accordance with 20 CFR 703.306 and 703.307 and make the deposited securities subject to OWCP's control.

3. In the event we renew, replace or increase this collateral, it will be subject to the terms of this Agreement and Undertaking, including the security interest granted in section one.

PUBLIC BURDEN STATEMENT

We estimate that it will take an average of 15 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the U.S. Department of Labor, Division of Longshore and Harbor Workers' Compensation, Room C-4315, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

4. We authorize OWCP to bring suit under any indemnity bond, draw upon any letters of credit or seize any negotiable securities, collect the interest and principal, and sell or otherwise liquidate the negotiable securities or any part thereof, when, in OWCP's opinion we -

- a) Default on any of our obligations under the Longshore and Harbor Workers' Compensation Act or its extensions;
- b) Fail to renew any deposited letter of credit or substitute acceptable securities in its place;
- c) Fail to renew any deposited negotiable securities at maturity or substitute acceptable securities in their place; or
- d) Fail to comply with any of the terms of this Agreement and Undertaking.

5. This agreement incorporates the regulations governing self-insurers and their deposit of security promulgated by the Department of Labor, including any modifications the Department makes from time to time. We agree to comply with these regulations.

6. If required by OWCP, we will obtain and maintain excess or catastrophic insurance in amounts determined by OWCP.

7. We will comply with OWCP's orders requiring deposits of additional security, proof and verification of our financial condition, statements of our accident and occupational disease experience, statements of our payroll and any other orders concerning our authorization to self-insure within the time specified in any notice OWCP delivers to us at our last reported mailing address.

8. If we fail to comply with any applicable statutory or regulatory provision, the terms of this Agreement and Undertaking, or any lawful order or communication from OWCP, we consent to have OWCP suspend or withdraw our authority to self-insure the payment of compensation under the Longshore and Harbor Workers' Compensation Act and its extensions.

Signed at _____

this _____ day of _____ 20_____

By _____

IF THE EMPLOYER IS A CORPORATION USE THIS FORM OF ACKNOWLEDGEMENT

STATE OF _____ County of _____

On the _____ day of _____ in the year _____; before me personally came

_____, to me known, or being by me duly sworn did depose and say that he/she resides in _____; that he/she is the _____

(President or other Officer)

of _____ the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like authority.

Notary Public (SEAL)

IF THE EMPLOYER IS AN INDIVIDUAL USE THIS FORM OF ACKNOWLEDGEMENT

STATE OF _____ County of _____

On the _____ day of _____ in the year _____; before me personally came

_____, to me known and known to me to be the person described in and who executed the above instrument and acknowledged to me that he/she executed the same.

Notary Public (SEAL)

IF THE EMPLOYER IS A PARTNERSHIP USE THIS FORM OF ACKNOWLEDGEMENT

STATE OF _____ County of _____

On the _____ day of _____ in the year _____; before me personally came

_____, described on the foregoing instrument to me known and known to me to be a member of the said firm and the person who executed said instrument and acknowledged to me that he/she executed the same on behalf of said firm.

Notary Public (SEAL)