



## INTERNATIONAL WORKERS

# HAND BOOK ON THE SPECIAL PROVISIONS AND SOCIAL SECURITY AGREEMENTS

## **EMPLOYEES' PROVIDENT FUND ORGANISATION**

(Ministry of Labour, Government of India)

**HEAD OFFICE**

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## **PART - I**

### **1. INTRODUCTION**

The Government of India, vide its notifications dated 1<sup>st</sup> October, 2008 has introduced Para 83 to the Employees' Provident Fund Scheme, 1952 and Para 43-A to the Employees' Pension Scheme, 1995 creating Special provisions in respect of the International workers (Special provisions).

### **2 COMMENCEMENT**

The Special provisions have come into effect from 1<sup>st</sup> October, 2008.

### **3 APPLICABILITY**

The Special provisions apply to all establishments employing International workers and to which the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 applies. It also includes all the establishments as described above to which exemption from the operation of Employees' Provident Fund Scheme, 1952 has been granted or Relaxation Order issued.

### **4 MEMBERSHIP**

- a. A member under the Special provisions shall mean an International worker who becomes a member of the Employees' Provident Fund in accordance with the provisions of the scheme required to become a member of the fund from the beginning of the month following that in which this paragraph comes into force, i.e., from 1<sup>st</sup> November, 2008.
- b. In this regard, an International worker means "an Indian worker who has divided his/her career between India and another country with whom India has entered into a bilateral Social Security agreement or a foreign national working in India". (Para 2 ff). Accordingly, the status of an International worker has to be decided:
  - i) In respect of an Indian worker: based on the relevant Social security agreement, if any, India has signed with the country where the employee has already worked or is going to work.

- ii) In respect of a non-Indian worker: based on the passport that the member holds or entitled to hold.

## **5. INDIAN EMPLOYEE**

An employee, holding or entitled to hold an Indian passport and employed by an establishment covered or coverable under the EPF and MP Act, 1952 is an Indian employee under the Special provisions.

## **6. EXCLUDED EMPLOYEE**

- a. Under the special provisions only a non-Indian worker can become eligible to be an 'excluded employee'.
- b. The eligibility conditions are:
  - i. The member should hold the passport of a country with which India has signed a Social security agreement.
  - ii. The member should be contributing to a social security programme of that country, which is covered within the legislative scope of the Social security agreement.
  - iii. The member should be holding a 'detachment/coverage certificate' issued by an appropriate social security Institution indicating the period of employment in India, which shall be less than the maximum period of detachment agreed upon in the Agreement.
- c. Such an employee shall be considered as an 'excluded employee' for the purpose of application of the Special provisions for the period mentioned in the detachment certificate or the maximum period of detachment agreed upon in the Agreement.
- d. Unless extended, the status of 'exclusion' being enjoyed by such an employee shall cease on the expiry of the detachment certificate.

## **7. RETENTION OF MEMBERSHIP**

- a. An International worker shall continue to be a member until:
  - i. The member withdraws under paragraph 69 of the Employees' Provident Fund Scheme, 1952 the amount standing to his credit in the Fund or

- ii. The member is covered by a notification of exemption under section 17 of the Act or an order of exemption under paragraph 27 or 27A of the Employees' Provident Fund Scheme, 1952 or
  - iii. The due benefits are settled in terms of the relevant provisions under the social security agreement entered into between India and his country of origin.
- b. The membership of the Fund shall be deemed to have been terminated from the date the payment is authorised to a member

## 8. CONTRIBUTIONS

(a) From and out of the Employer's share of P.F contribution payable by the employer in each month under Section 6 of the Act or under the rules of the Provident Fund of the establishment which is exempted under Section 17(1) (a) / (b) of the Act or whose employee are exempted under Para 27/27A of the Employees' Provident Fund Scheme, 1952, a part of contribution representing 8.33% of the employees' pay shall be remitted by the employer to the Employees' Pension Fund within 15 days of the close of every month.

(b) Where the pay of the member exceeds Rs. 6500/- per month, the contribution payable to EPF contribution account shall be on the 'Pay' as defined under Para 29 of the EPF Scheme, 1952 without any limit. However, the contribution to be diverted under Para 3 of the Employees Pension Scheme, 1995 shall be limited to the pay of Rs.6500/- only.

(c) The contribution in respect of each member of an unexempted establishment should be reflected in Form 3A (EPF) and submitted by the employer along with Form 6A (EPF) within one month from the close of each financial year.

(d) The contribution received in respect of a member after attaining the age of 58 years as also the employer's share of contribution in excess of the diversion made to EPS should be transferred to Provident Fund account of the member.

(e) However, both the unexempted as well as the exempted establishments are required to furnish the details of recovery and remittance of contribution in

respect of all the International workers employed by them in the form of a statement on or before 15<sup>th</sup> of every month.

#### **9. MONTHLY PAY FOR THE PURPOSE OF CONTRIBUTIONS**

The monthly pay shall be the pay as specified under Para 29 of the EPF Scheme, 1952, which covers:

- Basic wages (all emoluments paid or payable in cash while on duty or on leave / holiday except Dearness allowance, House rent allowance, overtime allowance, bonus, commission or any other similar allowance payable in respect of employment and any presents made by the employer)
- Dearness allowance (all cash payments by whatever name called paid to an employee on account of a rise in the cost of living)
- Retaining allowance
- Cash value of any food concession

#### **10. DUE DATE FOR PAYMENT OF CONTRIBUTION**

Contribution in respect of the International workers are payable on or before 15<sup>th</sup> of the month following the month to which the contribution relates. However, 5 days grace period is allowed to the employer to pay the dues.

#### **11. EXEMPTED ESTABLISHMENTS**

The exempted establishments which are having branches at various places will have to render necessary returns/statements to the Regional Provident Fund Commissioner of the Regional/Sub-Regional Offices, where the Inspection charges are being remitted.

#### **12. SOCIAL SECURITY AGREEMENTS**

A social security agreement is a bi-lateral instrument to protect the interests of the workers in the host country. It being a reciprocal arrangement generally provides for avoidance of no coverage or double coverage and equality of treatment with the host country workers.

### 13. PROVISIONS COVERED IN A SOCIAL SECURITY AGREEMENT

Generally a social security agreement covers 3 provisions.

They are:

#### a) Detachment

Applies to employees sent on posting in the host country, provided he/she is complying under the social security system of the home country.

#### b) Exportability of Pension

Provision for payment of pension benefits to the beneficiary choosing to reside in the territory of the home country directly without any reduction as also to a beneficiary choosing to reside in the territory of a third country.

#### c) Provision for totalisation of Benefits

The period of service rendered by an employee in the host country to be counted for the "eligibility" purpose and the payment may be restricted to the length of service, on pro-rata basis.

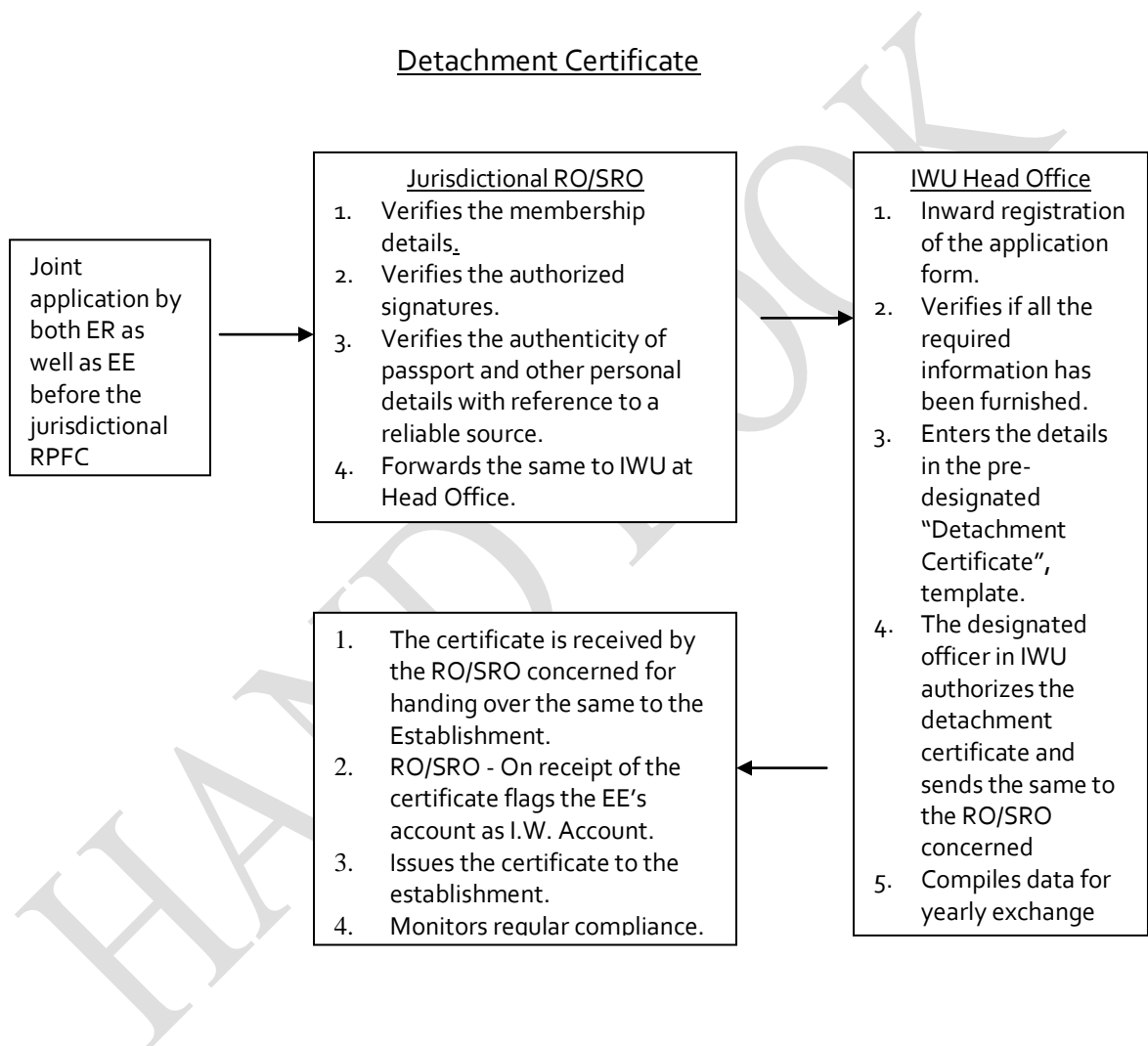
### 14. PROCEDURE FOR ISSUE OF DETACHMENT CERTIFICATE

a) In order to apply for a detachment certificate, an employee must:

- be an Indian worker
- be employed in an establishment covered under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (Act)
- be posted by the establishment on a short term employment in Belgium
- remain covered under and contribute to the 3 Schemes under the Act
- along with the employer contribute, without any ceiling, on the full "pay" as described under Para 29 of the EPF Scheme, 1952 during the entire period of posting in Belgium

- make an application, jointly with the employer, to the jurisdictional Regional Provident Fund Commissioner

b) On receipt of the application for the issue of a Detachment certificate the same shall be forwarded to International Workers Unit at Head Office, New Delhi where it will be processed for the issue of detachment Certificate as per the following process flow chart.





**15. JOINT APPLICATION**

- a. In order to request for the issue of a detachment certificate a joint application has to be filed by the employer before the jurisdictional Regional Provident Fund Commissioner.
- b. The application shall be in the prescribed format (Annexure - C)
- c. All the columns shall be filled in legibly without leaving any blank.
- d. The application form should be accompanied by an employer attested copy of passport pages that indicate the name, date of birth, address and other details of the passport, such as number, date of issue, validity, etc.
- e. The application should be signed by the employee as well as the employer undertaking that:
  1. The employer shall continue to contribute in respect of the employee, in respect of whom the detachment certificate is being requested, as an International worker in India during the period of posting in Belgium.
  2. The employer shall inform EPFO any change in the employment status of the posted employee during the currency of the certificate.
  3. The employee shall inform EPFO, through the employer, about any loss/theft of the certificate.
  4. The employer and the employee are jointly and severally responsible for the mis-use of any kind of the certificate, if any.
  5. They are aware that the employee has to produce the certificate in original as and when demanded by the Host country employer/authority, in order to get the exemption status during the posting period in the Host country.
  6. They are aware that unless renewed under the relevant provision (Para 2 of Article 8 of India-Belgian Agreement) of the Agreement the Certificate is valid only for the period mentioned under Column 4 of the Certificate.

**16. RECEIPT AND SCRUTINY OF APPLICATION AT RO/SRO**

The following procedure should be adopted on the receipt of application from the employer and its expeditious disposal.

- a) All applications shall be received in the special counter set up in the personal wing of the Officer in charge (RPFC-I/II) of the office, including the one received by post/courier.
- b) The applications should be affixed with running registration number and the dated office seal on the date of its receipt.
- c) When received in person a dated acknowledgement indicating the registration number should be issued.
- d) Audit the application to verify that:
  - i. all columns are legibly filled in with correct information
  - ii. the establishment is a covered establishment
  - iii. the employee is already enrolled as a member
  - iv. the establishment code number and the members account number are correct with reference to the office records
  - v. the passport details in the application tallies with the attested copy of the passport enclosed with the application

#### **17. FORWARDAL TO INTERNATIONAL WORKERS UNIT (IWU)**

The application/s which is correct in all respects shall be transmitted to the IWU of the Head Office, New Delhi by speed post the same day.

In order to ensure the dispatch of the applications the same day, the counter meant for receiving the applications may be kept open between 10 a.m to 2 p.m only.

#### **18. CERTIFICATE OF COVERAGE**

The processing of the applications received from various offices by IWU involves

- i. Inward registration giving a unique country-specific running number.
- ii. Auditing to ensure that all required details are available.
- iii. Entering the details and generation of system-based Certificate of coverage.
- iv. Verification of correctness of Certification details.
- v. Authorization of the Certificate by a designated authority.
- vi. Dispatch of the authorised certificates to the concerned RO /SRO by speed-post/courier retaining a copy for reference.
- vii. Simultaneously sending a soft copy to the Liaison agency of the Host country by e-mail.

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**DELIVERY OF CERTIFICATES**

1. The certificate is received from IWU concerned for handing over the same to the Establishment.
2. On receipt of the certificate RO/SRO flags the employee's account as IW Account.
3. Hands-over the certificates to the establishment concerned.
4. RO/SRO shall monitor regular compliance of the IW Accounts during the currency of the Certificate of coverage.

HAND BOOK

## **PART - II**

### **I. SSA with the Kingdom of Belgium**

#### **20. CERTIFICATE OF COVERAGE ISSUED BY BELGIUM**

Under Para 2 (f) of the Special provision an International worker from Belgium shall be treated as an excluded employee if she/he holds a certificate of coverage issued under Article 8 of the Agreement.

Accordingly, an employer employing such excluded employees shall submit to the RO/SRO the details, indicating the date up to which they remain excluded, along with a copy of the Certificate of coverage issued by the Belgian authorities.

The RO/SRO shall compile such data and ensure that such employees comply under the Act from the date that follows the date of expiry of the Certificate of coverage (as mentioned under column 4 of the Certificate), unless renewed under Para 2 of Article 8 of the Agreement.

#### **21. CLAIMS SETTLEMENT**

There are two categories of Members who may approach EPFO seeking settlement of their claims:

- a. Indian nationals who have split their social security contributory periods between India, Belgium and any other country with which both India and Belgium have independent SSAs.
- b. Belgian nationals who have split their social security contributory periods between Belgium, India and any other country with which both Belgium and India have independent SSAs.

The necessity for settlement of claim will arise in the following circumstances:

1. When a member leaves employment on attaining the age of superannuation.
2. On death of the member.
3. On total and permanent disability of the member.

#### **22. CLAIMING AN INDIAN BENEFIT**

1. In order to claim an Indian benefit an International worker should prefer the claim in the following claim forms:

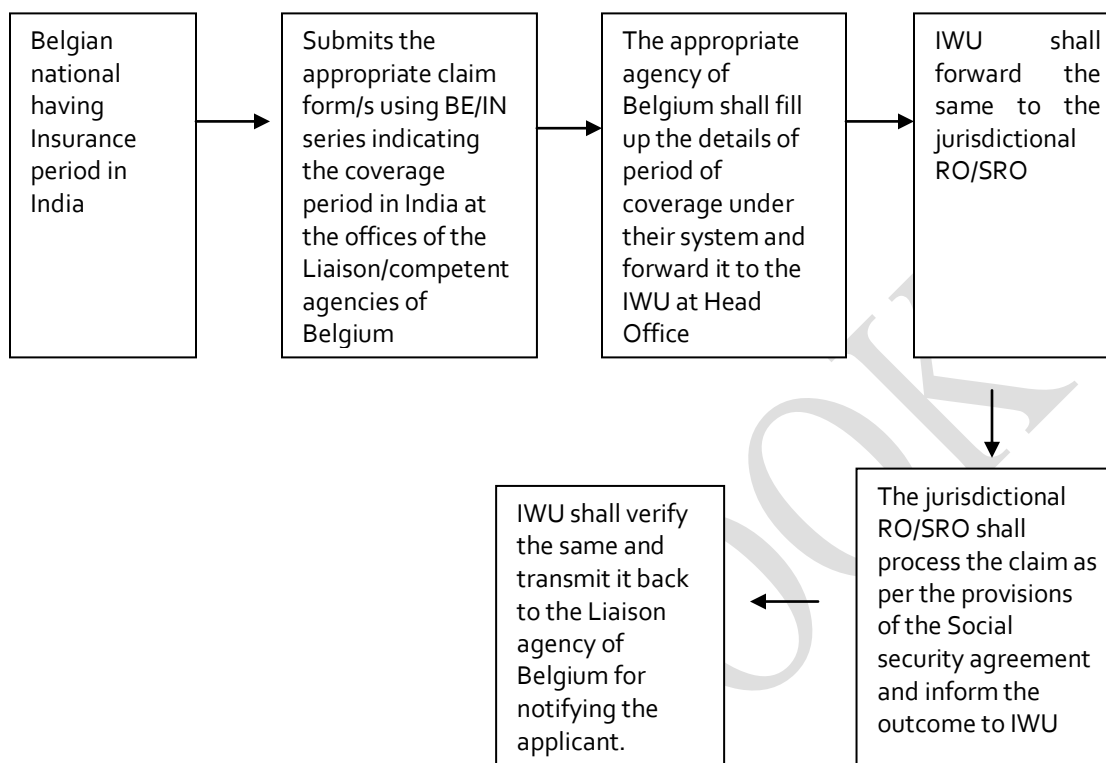
- BE/IN – 1- EPF-Retirement benefit
- BE/IN – 2- EPF-Survivor benefit
- BE/IN – 3- EPS-All benefits
- BE/IN – 4- EDLI-Survivour benefit

2. The claim form may be submitted either directly at the concerned RO/SRO in India or at any of the authorised offices of the Belgian agency in Belgium.

### **23. WHEN CLAIMED IN INDIA**

1. The office concerned shall examine if the applicant is entitled to an old-age, survivors' or disability benefit under the Indian legislation without necessarily proceeding to totalization. If so that office shall calculate the benefit entitlement directly on the basis of the contributory periods completed in India and only under the EPF & MP Act,1952 (Act)
2. If the applicant is entitled to an old-age, survivors' or disability benefit by virtue of the provisions of the Act, with his right being created only by taking the totalization of the contributory periods into account
  - a) the RO/SRO shall obtain the details of contributory periods spent in Belgium from the Belgian agency, through the IWU and calculate the theoretical amount of the benefit due as if all the contributory periods completed according to the two Contracting States' legislations were exclusively completed under the Act;
  - b) the RO/SRO shall then calculate the amount due, on the basis of the amount specified under a), in proportion to the duration of the insurance periods under its legislation, in relation to the duration of all contributory periods accounted under a).

### Claiming an Indian benefit



#### 24. WHEN CLAIMED IN BELGIUM

1. The office in Belgium will receive the application; add the contributory periods spent in Belgium and forward the same to IWU.
2. IWU shall forward the application to the concerned RO/SRO for processing.
3. The RO/SRO concerned shall examine if the applicant is entitled to an old-age, survivors' or disability benefit under the Indian legislation without necessarily proceeding to totalization. If so it shall calculate the benefit entitlement directly on the basis of the contributory periods completed in India and only under the EPF & MP Act, 1952 (Act)
4. If the applicant is entitled to an old-age, survivors' or disability benefit by virtue of the provisions of the Act, with his right being created only by taking the totalization of the contributory periods into account
  - a) the RO/SRO shall calculate the theoretical amount of the benefit due as if all the contributory periods completed according to the two Contracting States' legislations were exclusively completed under the Act;

b) the RO/SRO shall then calculate the amount due, on the basis of the amount specified under a), in proportion to the duration of the insurance periods under its legislation, in relation to the duration of all contributory periods accounted under a).

## 25. CLAIMING A BELGIAN BENEFIT

1. In order to claim a Belgian benefit an International worker should prefer the claim in the following claim forms:
  - IN/BE – 1- Application for a Belgian retirement or survivor's Pension
  - IN/BE – 2- Application for a Belgian invalidity benefits
2. The claim form may be submitted either directly at the concerned RO/SRO in India or at any of the authorised offices of the Belgian agency in Belgium.

## 26. WHEN CLAIMED IN INDIA

### A. Old-age and Survivors' Benefits

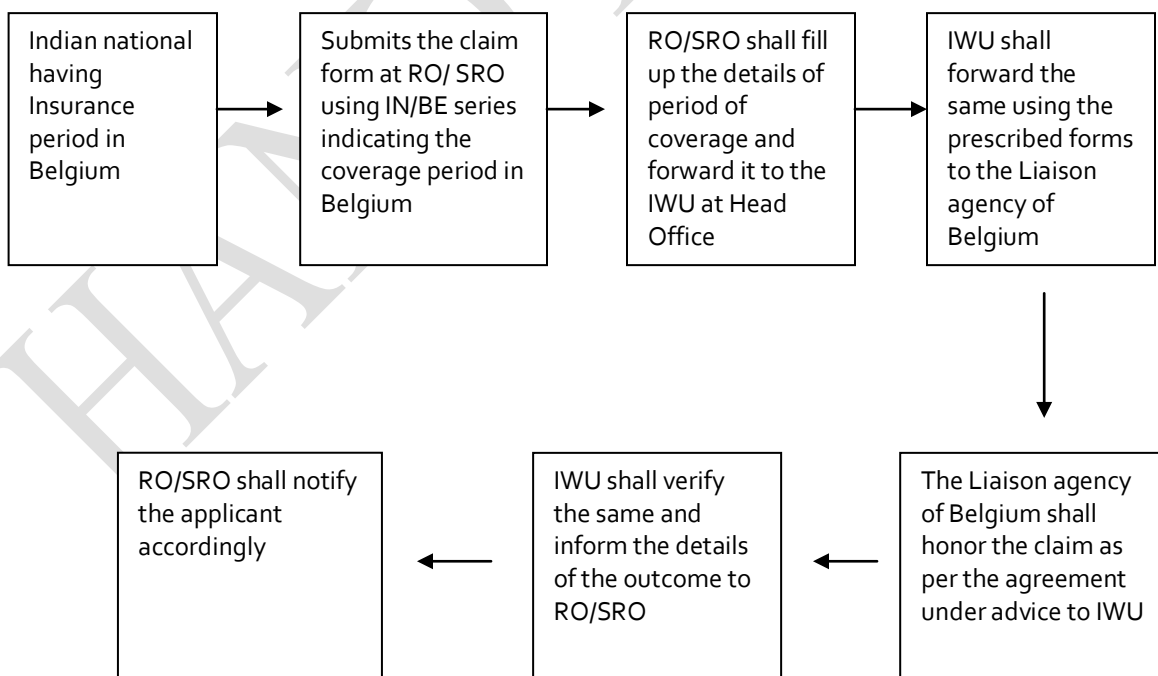
- I. The RO/SRO will receive the application; add the contributory periods spent in India and forward the same to IWU.
- II. IWU shall forward the application to the Belgian Liaison agency.
- III. The Belgian agency concerned shall examine:
  1. If the applicant is entitled to an old-age or survivors' benefit under the Belgian legislation without necessarily proceeding to totalization, the Belgian agency shall calculate the benefit entitlement directly on the basis of the contributory periods completed in Belgium and only under the Belgian legislation. That agency shall also calculate the amount of the old – age or survivors' benefit that would be obtained by applying the rules specified in paragraph 2 a) and b). Only the higher of these two amounts shall be taken into consideration.
  2. If a person is entitled to an old – age or survivors' benefit by virtue of the Belgian legislation, with his right being created solely by taking the totalization of the contributory periods into account, the following rules apply:
    - a) the Belgian agency shall calculate the theoretical amount of the benefit due as if all the insurance periods completed according to the two Contracting States' legislations were exclusively completed under the Belgian legislation;

- b) the Belgian agency shall then calculate the amount due, on the basis of the amount specified under a), in proportion to the duration of the insurance periods under its legislation, in relation to the duration of all insurance periods accounted under a).

### B. Invalidity Insurance

1. If the right to Belgian invalidity benefits is created solely by totalization of the Belgian and Indian insurance periods completed in accordance with Article 13 of the Social security Agreement, the amount of the benefit due is determined according to the procedure determined by Article 12, paragraph 2.
2. If the right to the Belgian invalidity benefits is opened without recourse to the provisions of Article 13, and if the amount resulting from the sum of the Indian disability benefit and of the Belgian benefit calculated in accordance with paragraph 1 of this Article is lower than the amount of the benefit due solely on the basis of the Belgian legislation, the Belgian competent agency will grant a complement equal to the difference between the total amount of these two benefits and the amount due solely according to the Belgian legislation.

#### Claiming a Belgian benefit





Annexure - A

**AGREEMENT  
ON SOCIAL SECURITY  
BETWEEN  
THE KINGDOM OF BELGIUM  
AND  
THE REPUBLIC OF INDIA**

**THE KINGDOM OF BELGIUM**

**AND**

**THE REPUBLIC OF INDIA,**

wishing to arrange the mutual relations between the two countries in the field of social security, decided to conclude an Agreement for this purpose and agreed as follows:

HAND BOOK

**PART I**  
**GENERAL PROVISIONS**

**Article 1**

**Definitions**

1. For the implementation of this Agreement:
  - a) The term “Belgium” means: the Kingdom of Belgium;  
the term “India” means : the Republic of India.
  - b) The term “national” means:  
as regards Belgium : a person of Belgian nationality ;  
as regards India : a person of Indian nationality.
  - c) The term “legislation” means: the laws specified in Article 2 or any rules, regulations, schemes, orders or notifications framed there under.
  - d) The term “authority” means:  
as regards Belgium : the Ministers, each to the extent that he is responsible for the implementation of the legislation specified in paragraph 1 a) of Article 2 ;  
as regards India : the Ministers, each to the extent that he is responsible for the implementation of the legislation specified in paragraph 1 b) of Article 2.
  - e) The term “agency” means:  
as regards Belgium : the institution, the organization or the authority responsible in full or in part for the implementation of the legislation specified in paragraph 1 a) of Article 2;  
as regards India : the institution, the organization or the authority responsible in full or in part for the implementation of the legislation specified in paragraph 1 b) of Article 2.
  - f) The term “insurance period” means: any period of contributions recognized as such in the legislation under which that period was completed, as well as any period recognized as equivalent to a period of contribution under that legislation.
  - g) The term “benefit” means: any pension or benefit in cash, including any supplements or increases applicable under the legislation specified in Article 2.

- h) The term “family members” means: any person defined or recognized as a family member or designated as a member of the household by the legislations of Belgium and India respectively.
  - i) The term “residence” means: habitual residence.
2. Any term not defined in paragraph 1 of this Article shall have the meaning assigned to it in the applicable legislation.

## Article 2

### Legislative Scope

1. This Agreement shall apply:
- a) as regards Belgium, to the legislations concerning :
    - (i) old-age and survivors’ pension for employed persons and self-employed persons;
    - (ii) the invalidity insurance for employed persons, sailors of the merchant marine and self-employed persons ;
- and, as regards Part II only, to the legislations concerning :
- (iii) the social security for employed persons ;
- b) as regards India, to all legislations concerning:
    - (i) old-age and survivors’ pension for employed persons;
    - (ii) the Permanent Total Disability pension for employed persons
- and, as regards Part II only, to the legislations concerning :
- (iii) the social security for employed persons ;
2. This Agreement shall also apply to all legislation which will amend or extend the legislation specified in paragraph 1 of this Article.

It shall apply to any legislation which will extend the existing schemes to new categories of beneficiaries, unless, in this respect, the Contracting State which has amended its legislation notifies within six months of

the official publication of the said legislation the other Contracting State of its objections to the inclusion of such new categories of beneficiaries

This Agreement shall not apply to legislations that establish a new social security branch, unless the competent authorities of the Contracting States agree on this application.

### **Article 3**

#### **Personal Scope**

Unless otherwise specified, this Agreement shall apply to all persons who are or have been subject to the legislation of either of the Contracting States, and other persons who derive rights from such person.

### **Article 4**

#### **Equality of Treatment**

Unless otherwise provided in this Agreement, the persons specified in Article 3, who ordinarily reside in the territory of a Contracting State, shall receive equal treatment with nationals of that Contracting State in the application of the legislation of that Contracting State.

### **Article 5**

#### **Export of Benefits**

1. Unless otherwise specified in this Agreement, a Contracting State shall not reduce or modify benefits acquired under its legislation solely on the ground that the beneficiary stays or resides in the territory of the other Contracting State.
2. The old age and survivors' benefits due by virtue of the Belgian legislation are paid to the Indian nationals residing in the territory of a third State, under the same conditions as if they were Belgian nationals residing in the territory of such third State.
3. The old-age, survivor's and disability benefits due by virtue of the Indian legislation, are paid to the Belgian nationals residing in the territory of a third State, under the same conditions as if they were Indian nationals residing in the territory of such third State.

## Article 6

### **Reduction or Suspension Clauses**

The reduction or suspension clauses provided for in the legislation of one Contracting State, in case one benefit coincides with other social security benefits or with other professional incomes, shall be applied to the beneficiaries, even if these benefits were acquired by virtue of a scheme of the other Contracting State, or if the related professional activities are exercised in the territory of the other Contracting State.

However, this provision shall not apply when benefits of the same nature coincide.

## PART II

### PROVISIONS CONCERNING THE APPLICABLE LEGISLATION

#### Article 7

##### General Provisions

Subject to Articles 8 to 10, the applicable legislation is determined according to the following provisions:

- a) Unless otherwise provided in this Agreement, a person who works as an employee in the territory of a Contracting State shall, with respect to that employment, be subject only to the legislation of that Contracting State;
- b) persons who are members of the travelling or flying personnel of an enterprise which, for hire or reward or on its own account, operates international transport services for passengers or goods and has its registered office in the territory of a Contracting State shall be subject to the legislation of that Contracting State;
- c) a person who works as an employee on board a ship that flies the flag of a Contracting State, shall be subject to the legislation of the State in which he has his residence.

#### Article 8

##### Special Provisions

1. An employed person who, being in the service of an employer with an office on which he normally depends in the territory of one of the Contracting States and paying contributions under the legislation of that Contracting State, is posted by that employer in the territory of the other Contracting State to work on its account, shall remain subject to the legislation of the former Contracting State and continue to pay contributions under the legislation of this Contracting State, as if he continued to be employed in his territory on the condition that the foreseeable duration of his work does not exceed 60 months. The family members who accompany the employed person will be subject to the legislation of that former Contracting State unless they exercise professional activities.

2. If the detachment referred to in paragraph 1 of this Article continues beyond 60 months, the competent authorities of the two Contracting States or the competent agencies designated by those competent authorities may agree that the employee remains subject only to the legislation of the first Contracting State.

3. Paragraph 1 of this Article shall apply where a person who has been sent by his employer from the territory of one Contracting State to the territory of a third country is subsequently sent by that employer from the territory of the third country to the territory of the other Contracting State.

## **Article 9**

### **Civil Servants, Members of Diplomatic Missions and Consular Posts**

1. Civil servants and equivalent personnel are subject to the legislation of the Contracting State whose administration employs them. These persons, as well as their family members are, for this purpose, considered to be residing in that Contracting State, even if they are in the territory of the other Contracting State.

2. This Agreement shall not affect the provisions of the Vienna Convention on Diplomatic Relations of April 18, 1961, or the Vienna Convention on Consular Relations of April 24, 1963.

## **Article 10**

### **Modification Provision**

In the interest of certain insured persons or certain categories of insured persons, the competent authorities can, by mutual agreement, specify modifications to the provisions of Articles 7 to 9 provided that the affected persons shall be subject to the legislation of one of the Contracting States.



**PART III****PROVISIONS CONCERNING BENEFITS****CHAPTER 1****PROVISIONS CONCERNING BELGIAN BENEFITS****SECTION 1 - Old-age and Survivors' Benefits****Article 11**

1. Notwithstanding the provisions of paragraph 2, for the acquisition, retention or recovery of the right to old-age or survivors' benefits, the insurance periods completed pursuant to the Indian legislation concerning old-age or survivors' benefits are totalized, when necessary and to the extent that they do not overlap, with the insurance periods completed pursuant to the Belgian legislation.
2. If the Belgian legislation subordinates the granting of certain old-age or survivors' benefits to the condition that the insurance periods are to be completed in a given occupation, only insurance periods completed or recognized as equivalent in the same occupation in India shall be totalized for admission to entitlement to these benefits.
3. If the Belgian legislation subordinates the granting of certain old-age or survivors' benefits to the condition that the insurance periods are to be completed in a given occupation, and when these periods did not result in entitlement to the said benefits, the said periods shall be considered valid for the determination of the old-age or survivors' benefits provided for in the general scheme of employed persons.

**Article 12**

1. If a person is entitled to an old-age or survivors' benefit under the Belgian legislation without necessarily proceeding to totalization, the Belgian agency shall calculate the benefit entitlement directly on the basis of the insurance periods completed in Belgium and only under the Belgian legislation.

That agency shall also calculate the amount of the old – age or survivors' benefit that would be obtained by applying the rules specified in paragraph 2 a) and b). Only the higher of these two amounts shall be taken into consideration.

2. If a person is entitled to an old – age or survivors' benefit by virtue of the Belgian legislation, with his right being created solely by taking the totalization of the insurance periods into account pursuant to Article 11, the following rules apply:

- a) the Belgian agency shall calculate the theoretical amount of the benefit due as if all the insurance periods completed according to the two Contracting States' legislations were exclusively completed under the Belgian legislation;
- b) the Belgian agency shall then calculate the amount due, on the basis of the amount specified under a), in proportion to the duration of the insurance periods under its legislation, in relation to the duration of all insurance periods accounted under a).

## **SECTION 2 - Invalidation Insurance**

### **Article 13**

For the acquisition, retention or recovery of the right to invalidity benefits, the provisions of Article 11 shall apply by analogy.

### **Article 14**

1. If the right to Belgian invalidity benefits is created solely by totalization of the Belgian and Indian insurance periods completed in accordance with Article 13, the amount of the benefit due is determined according to the procedure determined by Article 12, paragraph 2.

2. If the right to the Belgian invalidity benefits is opened without recourse to the provisions of Article 13, and if the amount resulting from the sum of the Indian disability benefit and of the Belgian benefit calculated in accordance with paragraph 1 of this Article is lower than the amount of the benefit due solely on the basis of the Belgian legislation, the Belgian competent agency will grant a complement equal to the difference between the total amount of these two benefits and the amount due solely according to the Belgian legislation.

### **Article 15**

The beneficiary of an invalidity benefit under the Belgian legislation is still entitled to this benefit during a stay in the other Contracting State when that stay has first been authorized by the Belgian competent agency. That authorization can, however, only be refused if the stay takes place in the period during which, by virtue of the Belgian legislation, the Belgian competent agency must estimate or revise the state of invalidity.

## **Chapter 2**

### **PROVISIONS CONCERNING INDIAN OLD-AGE, SURVIVORS' AND DISABILITY BENEFITS**

#### **Article 16**

1. Notwithstanding the provisions for the acquisition, retention or recovery of the right to old-age, survivors' and disability benefits, the insurance periods completed pursuant to the Belgian legislation concerning such benefits are totalized, when necessary and to the extent that they do not overlap, with the insurance periods completed pursuant to the Indian legislation.
2. If the Indian legislation subordinates the granting of certain old-age, survivors' and disability benefits to the condition that the insurance periods are to be completed in a given occupation, only insurance periods completed or recognized as equivalent in the same occupation in Belgium shall be totalized for admission to entitlement to these benefits.
3. If the Indian legislation subordinates the granting of certain benefits to the condition that the insurance periods are to be completed in a given occupation, and when these periods did not result in entitlement to the said benefits, the said periods shall be considered valid for the determination of the benefits provided for in the general scheme of employed persons.

#### **Article 17**

1. If a person is entitled to an old-age, survivors' or disability benefit under the Indian legislation without necessarily proceeding to totalization, the Indian agency shall calculate the benefit entitlement directly on the basis of the insurance periods completed in India and only under the Indian legislation.
2. If a person is entitled to an old-age, survivors' or disability benefit by virtue of the Indian legislation, with his right being created solely by taking the

totalization of the insurance periods into account pursuant to Article 16, the following rules apply :

- a) the Indian agency shall calculate the theoretical amount of the benefit due as if all the insurance periods completed according to the two Contracting States' legislations were exclusively completed under the Indian legislation ;
- b) the Indian agency shall then calculate the amount due, on the basis of the amount specified under a), in proportion to the duration of the insurance periods under its legislation, in relation to the duration of all insurance periods accounted under a).

### **Chapter 3**

#### **Common Provisions**

#### **Article 18**

1. If, because of the rising cost of living, the variation of the wage levels or other adaptation clauses, the old-age, survivors', invalidity or disability benefits of either Contracting State are changed with a given percentage or amount, that percentage or amount should be directly applied to the old-age, survivors', invalidity or disability benefits of that Contracting State, without the other Contracting State having to proceed to a new calculation of the old-age, survivors', invalidity or disability benefits.
2. On the other hand, in case of modification of the rules or of the computation process with regard to the establishment of the old-age, survivors', invalidity or disability benefits a new computation shall be performed according to Article 12, 14 or 17.

**PART IV**  
**MISCELLANEOUS PROVISIONS**

**Article 19**

**Responsibilities of the Competent Authorities**

The competent authorities:

- a) shall take, by means of an administrative arrangement the measures required to implement this Agreement, including measures concerning taking into account of insurance periods, and shall designate the liaison agencies and the competent agencies ;
- b) shall define the procedures for mutual administrative assistance, including the sharing of expenses associated with obtaining medical, administrative and other evidence required for the implementation of this Agreement ;
- c) shall directly communicate to each other any information concerning the measures taken for the application of this Agreement ;
- d) shall directly communicate to each other, as soon as possible, all changes in their legislation to the extent that these changes might affect the application of this Agreement.

**Article 20**

**Administrative Collaboration**

1. For the implementation of this Agreement, the competent authorities as well as the competent agencies of both Contracting States shall assist each other with regard to the determination of entitlement to or payment of any benefit under this Agreement as they would for the application of their own legislation. In principle, this assistance shall be provided free of charge; however, the competent authorities may agree on the reimbursement of some expenses.
2. The benefit of the exemptions or reductions of taxes, of stamp duties or of registration or recording fees provided for by the legislation of one Contracting State in respect of certificates or other documents which must be produced for the application of the legislation of that State shall be extended to certificates and

similar documents to be produced for the application of the legislation of the other State.

3. Documents and certificates which must be produced for the implementation of this Agreement shall be exempt from authentication by diplomatic or consular authorities.

Copies of documents which are certified as true and exact copies by an organization of one Contracting State shall be accepted as true and exact copies by the organization of the other Contracting State, without further certification.

4. For the implementation of this Agreement, the competent authorities and agencies of the Contracting States may communicate directly with each other as well as with any person, regardless of the residence of such persons. Such communication may be made in one of the languages used for the official purposes of the Contracting States.

An application or document may not be rejected by the competent authority or organizations of a Contracting State solely because it is in an official language of the other Contracting State.

## **Article 21**

### **Claims, Notices and Appeals**

1. Claims, notices or appeals which, according to the legislation of one of the Contracting States, should have been submitted within a specified period to the authority or agency of that Contracting State, are acceptable if they are presented within the same specified period to an authority or agency of the other Contracting State. In this case, the claims, notices or appeals must be sent without delay to the authority or agency of the former Contracting State, either directly or through the competent authorities of the Contracting States.

The date on which these claims, notices or appeals have been submitted to an authority or agency of the second Contracting State shall be considered to be the date of submission to the authority or agency authorized to accept such claims, notices or appeals.

2. An application for benefits under the legislation of one Contracting State shall be deemed to be also an application for a benefit of same nature under the legislation of the other Contracting State provided that the applicant so wishes and provides information indicating that insurance periods have been completed under the legislation of the other Contracting State.

## **Article 22**

### **Confidentiality of Information**

Unless otherwise required by the national laws and regulations of a Contracting State, information about an individual which is transmitted in accordance with this Agreement to the competent authority or agency of that Contracting State by the competent authority or agency of the other Contracting State shall be used exclusively for purposes of implementing this Agreement and the legislation to which this Agreement applies. Such information received by a competent authority or agency of a Contracting State shall be governed by the national laws and regulations of that Contracting State for the protection of privacy and confidentiality of personal data.

## **Article 23**

### **Payment of Benefits**

1. Payments of benefits under this Agreement may be made in the currency of either Contracting State.
2. In the event that a Contracting State imposes currency controls or other similar measures that restrict payments, remittance or transfers of funds or financial instruments to persons who are outside that Contracting State, it shall, without delay, take appropriate measures to ensure the payment of any amount that must be paid in accordance with this Agreement to persons described in Article 3 who reside in the other Contracting State.

## **Article 24**

### **Resolution of Disputes**

Disputes which arise in interpreting or applying this Agreement shall be resolved, to the extent possible, by the competent authorities.

**PART V**  
**TRANSITIONAL AND FINAL PROVISIONS**

**Article 25**

**Events prior to the entry into force of the Agreement**

1. This Agreement shall also apply to events which occurred prior to its entry into force.
2. This Agreement shall not create any entitlement to benefits for any period prior to its entry into force.
3. All insurance periods completed under the legislation of one of the Contracting States prior to the date on which this Agreement enters into force shall be taken into consideration in determining entitlement to any benefit in accordance with the provisions of this Agreement.
4. This Agreement shall not apply to rights that were liquidated by the granting of a lump sum payment or the reimbursement of contributions.
5. In applying Article 8 in case of persons who were sent to a Contracting State prior to the date of entry into force of this Agreement, the periods of employment referred to in that Article shall be considered to begin on that date.

**Article 26**

**Revision, prescription, forfeiture**

1. Any benefit that was not paid or that was suspended by reason of the nationality of the interested person or by reason of his residence in the territory of a Contracting State other than that in which the agency responsible for payment is located, shall, on application by the interested person, be paid or restored from the entry into force of this Agreement.



2. The entitlement of interested persons who, prior to the entry into force of this Agreement, obtained the payment of a benefit may be revised upon application by those persons, in accordance with the provisions of this Agreement. In no case shall such a revision result in a reduction of the prior entitlement of the interested persons.

3. If the application referred to in paragraph 1 or 2 of this Article is made within two years of the date of the entry into force of this Agreement, any entitlement arising from the implementation of this Agreement shall be effective from that date, and the legislation of either Contracting State concerning the forfeiture or the prescription of rights shall not be applicable to such interested persons.

4. If the application referred to in paragraph 1 or 2 of this Article is made after two years following the entry into force of this Agreement, the entitlements which are not subject to forfeiture or which are not yet prescribed shall be acquired from the date of the application, unless more favourable legislative provisions of the Contracting State concerned are applicable.

## **Article 27**

### **Duration**

This Agreement is concluded without any limitation on its duration. It may be terminated by either Contracting State giving twelve months' notice in writing to the other State.

## **Article 28**

### **Guarantee of rights that are acquired or in the course of acquisition**

In the event of termination of this Agreement, any rights and payment of benefits acquired by virtue of the Agreement shall be maintained. The Contracting States shall make arrangements regarding the rights in the course of acquisition.

**Article 29****Entry into Force**

This Agreement shall enter into force on the first day of the third month following the date of receipt of the note through which the last of both Contracting States will have given notice to the other Contracting State that all domestic requirements have been accomplished.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have signed this Agreement.

**DONE** at New Delhi, on the 3<sup>rd</sup> day of November, 2006, in duplicate in the English language.

**For**  
**The Kingdom of Belgium**

**For**  
**The Republic of India**

DEPUTY PRIME MINISTER  
AND  
FINANCE MINISTER

MINISTER OF OVERSEAS INDIAN  
AFFAIRS

**ADMINISTRATIVE ARRANGEMENT CONCERNING  
THE IMPLEMENTATION OF  
THE AGREEMENT BETWEEN  
THE REPUBLIC OF INDIA AND  
THE KINGDOM OF BELGIUM  
ON SOCIAL SECURITY**

In application of Article 19 of the Agreement between the Kingdom of Belgium and the Republic of India on social security, the competent authorities of Belgium and India have agreed as follows:

**Part I**

**General Provisions**

**Article 1**

1. For the implementation of this agreement:
  - a) the term “ Agreement” means the Agreement on social security between the Kingdom of Belgium and the Republic of India signed on the 3<sup>rd</sup> of November, 2006;
  - b) the term “Arrangement” means the Administrative Arrangement concerning the implementation of the Agreement on social security between the Kingdom of Belgium and the Republic of India.
  
2. The terms used in this Arrangement shall have the same meaning that is assigned to them in Article 1 of the Agreement.

## Article 2

The liaison agencies referred to in Article 19, a) of the Agreement shall be:

(a) As regards Belgium:

1. Old-age, survivors

- i) National Pension Office, Brussels
- ii) National Social Insurance Institute for the Self-Employed, Brussels

2. Invalidity

- a) General Invalidity:  
National Sickness and Invalidity Insurance Institute, Brussels
- b) Invalidity of mariners:  
Relief and Welfare Fund for Mariners, Antwerp

(b) As regards India:

Old-age, survivors and permanent total disability for the employed persons

Employees' Provident Fund Organization, New Delhi

## Article 3

The competent agencies referred to in Article 19, a) of the Agreement shall be:

(a) As regards Belgium:

1. Old-age, survivors

- i) National Pension Office, Brussels
  - ii) National Social Insurance Institute for the Self-Employed, Brussels
2. Invalidity
- a) General Invalidity:  
National Sickness and Invalidity Insurance Institute, Brussels, along with the insurance agency the employed or the self-employed person is or has been affiliated to
  - b) Invalidity of mariners:  
Relief and Welfare Fund for Mariners, Antwerp
- (b) As regards India:

Old-age, survivors and permanent total disability for the employed persons

Employees' Provident Fund Organization, New Delhi

## **Part II**

### **Provisions concerning the applicable legislation**

#### **Article 4**

1. In the cases specified in the Articles 7 to 10 of the Agreement, the competent agency or competent authority designated in paragraph 2 of this Article, whose legislation remains applicable, will deliver at the request of the employer, a certificate stating that he or she remains subject to its legislation and indicating until which date.

2. The certificate described in paragraph 1 of this Article will be delivered:

as regards Belgium:

- i) to apply Article 7 b) of the Agreement, as regards the persons working on an aircraft in international traffic, by the National Social Security Office, Brussels;
- ii) to apply Article 7 c) of the Agreement, as regards persons working on board a sea-going vessel, by the Relief and Welfare Fund for Mariners, Antwerp;
- iii) to apply paragraphs 1 and 2 of Article 8 and paragraph 1 of Article 9 of the Agreement, by the National Social Security Office, Brussels;
- iv) to apply Article 10 of the Agreement, by the Federal Public Service Social Security, Directorate General Strategy & Research, Brussels;

as regards India :

- i) to apply Article 7 b) , Article 7 c), paragraph 1 and 2 of Article 8 and paragraph 1 of Article 9 of the Agreement, by the Employees' Provident Fund Organization, New Delhi;
- ii) to apply Article 10 of the Agreement, by the Ministry of Overseas Indian Affairs, New Delhi.

3. The original certificate described in paragraph 1 of this Article will be given to the employee who has to keep it with him or her during the entire period of posting in order to prove his or her situation of coverage in the receiving country.

4. A copy of the certificate delivered pursuant to paragraph 1 by the competent agency of India is sent to the National Social Security Office, Brussels. A copy of the certificate delivered by the competent agency of Belgium is sent to the Employees' Provident Fund Organization, New Delhi.

5. Both the competent authorities or the competent agencies mentioned in paragraph 2 of this Article, as the case may be, may by mutual consent, agree to nullify the delivered certificate.

### **Part III**

#### **Provisions concerning old-age, survivors, invalidity and permanent total disability**

##### **Article 5**

1. The liaison agency of the State of residence that receives an application for benefits on account of the other contracting State, either directly from the applicant or from the competent agency, shall submit it without delay to the liaison agency of the other State, using the forms prescribed. The application cannot be refused by the competent agency of the other contracting State when it was done in the form and within the period determined by the legislation of the State of residence.
2. Furthermore, it shall submit all documents available that could be required so that the competent agency of the other contracting State is able to determine the applicant's entitlement to the concerned benefit.
3. Data concerning the civil state as required by the application form shall be duly authenticated by the liaison agency, which shall confirm that the data are corroborated by original documents.
4. Furthermore, the liaison agency shall submit to the liaison agency of the other contracting State a form specifying the completed insurance periods pursuant to the legislation of the first State.

After having received the form, the liaison agency of the other contracting State shall add all information regarding the completed insurance periods pursuant to the legislation it applies, and shall return it to the liaison agency of the first State without delay.

5. The competent agency of a contracting State shall determine the applicant's entitlement, and if necessary, of the spouse, and shall notify its decision to the applicant and send a copy of the decision to the liaison agency of the other contracting State. The decision must moreover, indicate the manner and time limit for appeal according to its legislation.
6. When the Indian liaison agency knows that a beneficiary of Belgian invalidity, old age or survivor's benefit, who stays in India, or the spouse, has not entirely stopped all professional activities or has effectively engaged in such activities, it shall inform the Belgian liaison agency without delay.

Furthermore, the Indian liaison agency shall submit all information available concerning the nature of the work performed and the amount of profits or resources the person concerned or the spouse benefits or has benefited from.

The information mentioned in this paragraph will, after the benefit has been granted, be submitted each time there is a change in the situation.

7. The liaison agency of India will inform the Belgian liaison agency each time there is a change in the amount of the benefit or other incomes of the beneficiary and/or the beneficiary's spouse.
8. The liaison agency of both contracting States will inform each other upon the death of a mutual beneficiary and/or of the beneficiary's spouse.



### Article 6

1. The liaison agency of one of the contracting States shall, when requested, submit to the liaison agency of the other State any medical information and documentation concerning the applicant's or the beneficiary's incapacity.
2. When a beneficiary of an invalidity or permanent total disability benefit stays or resides in the territory of a contracting State other than the State where the agency responsible for payment is located, the administrative and medical control is performed on the request of the latter agency, by the competent agency of the place where the beneficiary stays or resides, pursuant to the terms listed in the legislation applied by the latter competent agency. The agency **responsible** for payment however reserves the option to proceed to an examination of the beneficiary by a practitioner of its choice.
3. The costs of the control are reimbursed by the competent agency to the agency **of** the State where the beneficiary resides or stays. These costs are established by the benefit paying agency based on its tariff and are reimbursed by the agency responsible for payment after a detailed expense claim has been presented. Medical information and documentation relevant to the invalidity or permanent total disability of the applicant or beneficiary and in the possession of the agency of the State where the beneficiary resides or stays will be furnished without costs.

### Article 7

The competent agency shall directly pay the benefits to the beneficiaries.

**Article 8**

The liaison agencies of the two contracting States shall exchange annually statistics on the number of certificates issued under Article 4 of this Arrangement and on the payments made under each contracting State's legislation to beneficiaries in the territory of the other contracting State. These statistics shall be furnished annually in a form to be agreed upon by the respective agencies.

**Article 9**

The liaison agencies referred to in Article 2, shall agree upon the joint procedures and forms necessary and appropriate for the implementation of the Agreement and this Administrative Arrangement with the consent of the competent authorities.

**Article 10**

1. This Administrative Arrangement shall enter into force at the same time as the Agreement enters into force and shall remain in force as long as the Agreement remains in force.
2. The competent authorities may notify each other, in writing, of changes in the names of the liaison agencies and competent agencies without the need to modify the Administrative Arrangement.

Done at \_\_\_\_\_ on \_\_\_\_\_, in duplicate in the English language.

For the Competent Authority of  
the Republic of India

For the Competent Authority  
of the Kingdom of Belgium

**Annexure - C**

बेल्जियम राज्य एवं भारत गणराज्य के मध्य सामाजिक सुरक्षा पर करारनामा

**AGREEMENT ON SOCIAL SECURITY  
BETWEEN THE REPUBLIC OF INDIA AND THE KINGDOM OF  
BELGIUM  
APPLICATION FOR OBTAINING A CERTIFICATE OF COVERAGE**

1. कर्मचारी - **Employee**

1.1. नाम - Name

.....

1.2. प्रथम नाम – First Name

.....

1.3. जन्म तिथि (दिन / मास / वर्ष)– Date of Birth– (dd/mm/yyyy)

.....

1.4. Passport details:

- a) Number and Place of issue
- b) Date of issue(dd/mm/yyyy)
- c) Valid upto (dd/mm/yyyy)

.....

1.5. सामाजिक सुरक्षा संख्या - EPF Registration number

.....

1.6. स्थायी निवास – Permanent address

.....

.....

---

2. नियोक्ता - **Employer**

2.1. स्थापना का नाम - Name of establishment

.....

2.2. पता - -Address

.....

.....

2.3. पहचान संख्या / बिजनेस नं. इ Establishment code number

---

3. भारत में कार्य का स्थान – **Place of work in Belgium**

3.1. स्थापना का नाम - Name(s) of firm/establishment or ship

.....

3.2. पता - Address

.....

.....

3.3 से - from तक - to

(दिन / मास / वर्ष) –(dd/mm/yyyy) (दिन / मास / वर्ष) - (dd/mm/yyyy)

.....

---

4. Joint undertaking by the employer and employee

---

We hereby undertake that:

- A) The employer shall continue to contribute in respect of this employee as an International worker in India during the period of posting in Belgium.
- B) The employer shall inform EPFO any change in the employment status of the posted employee during the currency of this certificate.
- C) The employee shall inform EPFO, through the employer, about any loss/theft of this certificate.
- D) We are jointly and severally responsible for the mis-use of any kind of the certificate of coverage, if any.
- E) We are aware that the employee has to produce this certificate of coverage in original as and when demanded by the Belgian employer/authority, in order to get the exemption status during the posting period in Belgium.

Dated signature of Employee

Dated signature of Employer

**Annexure – D**भारत/बे. 101  
IN/BE - 101

एन.आर. डोजियर/ NR. DOSSIER/

बेल्जियम राज्य एवं भारत गणराज्य के मध्य सामाजिक सुरक्षा पर करारनामा

**CONVENTION ENTRE LE ROYAUME DE BELGIQUE ET LA REPUBLIQUE D'INDE  
SUR LA SECURITE SOCIALE  
OVEREENKOMST BETREFFENDE DE SOCIALE ZEKERHEID  
TUSSEN  
HET KONINKRIJK BELGIË EN DE REPUBLIEK INDIA  
AGREEMENT ON SOCIAL SECURITY  
BETWEEN THE REPUBLIC OF INDIA AND THE KINGDOM OF BELGIUM**

(Art. 7 – 8 – 9 - 10)

वरेज का प्रमाणपत्र

**ATTESTATION CONCERNANT LA LÉGISLATION APPLICABLE  
VERKLARING BETREFFENDE DE TOEPASSELIJKE WETGEVING  
CERTIFICATE OF COVERAGE**

☐ मंचारी **Travailleur salarié – Werknemer - Employee**

1.

1.1. नाम - Nom – Naam - Name

.....

1.2. प्रथम नाम - Prénom – Voornaam – First Name

.....

1.3. जन्म तिथि (दिन / मास / वर्ष) - Date de naissance – Geboortedatum – Date of Birth - (jj/mm/aaaa) – (dd/mm/jjjj) – (dd/mm/yy)

.....

1.4. राष्ट्रियता - Nationalité – Nationaliteit - Nationality

.....

1.5. सामाजिक सुरक्षा संख्या - Numéro d'identification à la sécurité sociale (NISS) – Identificatienummer bij de sociale zekerheid (INSZ) - Social Security number

.....

1.6. स्थायी निवास - Résidence permanente – Vaste verblijfplaats – Permanent residence

.....

.....

☐ नियोक्ता - **Employeur – Werkgever - Employer**

2.

2.1. स्थापना का नाम - Nom ou raison sociale - Naam of firmanaam – Name of employer of firm

.....

2.2. पता - Adresse - Adres - Address

.....

.....  
 2.3. पहचान संख्या / बिजनेस नं. - Numéro d'identification – Identificatienummer – identification number  
 .....

**3. भारत में कार्य का स्थान - Lieu de travail en Belgique – Plaats van tewerkstelling in België – Place of work in Belgium**

3.1. स्थापना का नाम - Nom(s) ou raison(s) sociale(s) de l'entreprise ou du navire – Firmanaam/namen of naam van het schip - Name(s) of firm or ship  
 .....

3.2. पता - Adresse - Adres - Address  
 .....  
 .....

**4. प्रमाणा - Validation – Bevestiging - Certification**

प्रारणामे का निमलित धाराओं अनुसार बीमात व्यक्ति बेल्जियम विधान अधीन है ।

4. L'assuré reste soumis à la législation belge conformément aux dispositions de l'article suivant de la convention  
 1

De verzekerde blijft onderworpen aan de Belgische wetgeving overeenkomstig de bepalingen van volgend artikel van de overeenkomst

The insured person remains subject to the Indian legislation in accordance with following article of the agreement

7 बी b)  7 सी c)  8.1  8.2  9.1  10

4. से - du – van - from

तक - au – tot - to

2

(दिन / मास / वर्ष) - (jj/mm/aaaa) – (dd/mm/yyyy)  
 –(dd/mm/yyyy)

(दिन / मास / वर्ष) - (jj/mm/aaaa) – (dd/mm/yyyy) – (dd/mm/yyyy)

.....

5. वर्तमान प्रमाणपत्र वितरित करने वाली एजेंसी

**Institution qui délivre la présente déclaration – Instelling die deze verklaring aflevert - Agency delivering the present certificate**

5. नाम - Nom – Naam - Name .....

1

5. पता - Adresse – Adres - Adress.....

2

5. दूरभाष - Tél. – Tel. - Phone फैक्स - Fax ई-मेल - E-mail

3

.....

5. दिनांक - Date - Datum - Date

4

(दिन / मास / वर्ष) - (jj/mm/aaaa) – (dd/mm/jjjj) (dd/mm/yyyy) .....

5.5 हस्ताक्षर - Signature – Handtekening - Signature