

No. 11341

**FRANCE
and
EUROPEAN ORGANIZATION
FOR NUCLEAR RESEARCH**

**Agreement on social security. Signed at Paris on 30 December
1970**

Authentic text: French.

Registered by France on 21 September 1971.

**FRANCE
et
ORGANISATION EUROPÉENNE
POUR LA RECHERCHE NUCLÉAIRE**

Accord de sécurité sociale. Signé à Paris le 30 décembre 1970

Texte authentique: français.

Enregistré par la France le 21 septembre 1971.

[TRANSLATION — TRADUCTION]

AGREEMENT ON SOCIAL SECURITY¹ BETWEEN THE
GOVERNMENT OF THE FRENCH REPUBLIC AND THE
EUROPEAN ORGANIZATION FOR NUCLEAR RE-
SEARCH (CERN)

The Government of the French Republic, on the one hand, and the European Organization for Nuclear Research, hereinafter called CERN, on the other hand, desiring to clarify the position under French social security legislation of CERN staff members who are required to work all or part of the time in French territory, have agreed on the following provisions:

Article 1

1. CERN staff members as defined in the staff regulations of the Organization, who work all or part of the time in French territory, shall not be subject to French legislation relating to social security and family allowances.

2. CERN shall provide these staff members with family allowances and insurance in respect of sickness and maternity, industrial accidents and occupational diseases, invalidity and old age in accordance with the social security scheme it has established.

Article 2

CERN staff members of French nationality may elect, within the two years following their appointment by CERN, to participate in the French voluntary old-age insurance scheme.

Article 3

1. CERN staff members of French nationality who are in service on the date of entry into force of this Agreement may, within two years of that date, apply for membership of the French voluntary old-age insurance scheme and may make contributions for the purpose of validating their prior service with CERN.

¹ Came into force on 13 April 1971, the date of the receipt of the last of the notifications by which each of the Parties had notified the other of its approval, in accordance with article 5.

2. Retroactive payments by the staff members concerned shall be calculated for the whole of the validation period on the basis of the emoluments attaching to the post they occupied on the date on which they presented their application for membership of the voluntary old-age insurance scheme, in an amount not to exceed the contribution ceiling in force on the date of the application for validation and due regard being had to the contribution rate prevailing on that date.

Article 4

Procedures for applying for this Agreement shall be decided between the competent French authorities and the Director-General of CERN, who shall likewise settle by agreement between them any difficulties which may arise out of its implementation.

Article 5

Each of the Parties shall notify the other of its approval of this Agreement, which shall enter into force on the date of receipt of the last notification.

Article 6

1. This Agreement is concluded for a five-year period as from the date of its entry into force. It shall then be tacitly renewed from year to year unless notice of termination is given six months before the expiry of the current term.

2. If notice of termination is given, the provisions of this Agreement shall continue to apply to rights already acquired under it, notwithstanding any restrictive provisions in French social security legislation for cases where an insured person resides abroad.

3. This Agreement may be revised at any time, at the request of either Contracting Party.

DONE at Paris on 30 December 1970, in duplicate.

For the European Organization
for Nuclear Research:

[*Signé*]

BERNARD P. GREGORY

[SEAL]

For the Government
of the French Republic:

GILBERT DE CHAMBRUN

[SEAL]