

No. 11492

**UNITED NATIONS
(ON BEHALF OF THE UNITED NATIONS
INDUSTRIAL DEVELOPMENT ORGANIZATION)
and
AUSTRIA**

**Agreement concerning social security for officials of that
Organization. Signed at Vienna on 15 December 1970**

Authentic texts: English and German.

Registered ex officio on 1 January 1972.

**ORGANISATION DES NATIONS UNIES
(AU NOM DE L'ORGANISATION
DES NATIONS UNIES
POUR LE DÉVELOPPEMENT INDUSTRIEL)
et
AUTRICHE**

**Accord relatif au régime de sécurité sociale des
fonctionnaires de l'Organisation. Signé à Vienne le
15 décembre 1970**

Textes authentiques: anglais et allemand.

Enregistré d'office le 1^{er} janvier 1972.

AGREEMENT¹ BETWEEN THE UNITED NATIONS
INDUSTRIAL DEVELOPMENT ORGANIZATION AND
THE GOVERNMENT OF THE REPUBLIC OF AUSTRIA
CONCERNING SOCIAL SECURITY FOR OFFICIALS
OF THAT ORGANIZATION

Having regard to Section 19 of the Agreement between the United Nations and the Republic of Austria concerning the Headquarters of the United Nations Industrial Development Organization signed on 13 April 1967,² which provides that:

“ The UNIDO shall be exempt from all compulsory contributions to and officials of the UNIDO shall not be required by the Government to participate in, any social security scheme of the Republic of Austria ”,

having regard to Section 20 of the same Agreement, which provides that:

“ The Government shall make such provision as may be necessary to enable any official of the UNIDO who is not afforded social security coverage by the UNIDO to participate, if the UNIDO so requests, in any social security scheme of the Republic of Austria. The UNIDO shall, in so far as possible, arrange, under conditions to be agreed upon, for the participation in the Austrian social security system of those locally recruited members of its staff who do not participate in the United Nations Joint Staff Pension Fund or to whom UNIDO does not grant social security protection at least equivalent to that offered under Austrian law ”,

and in view of Section 44 of the same Agreement, which provides that:

“ The UNIDO and the Government may enter into such Supplemental Agreements as may be necessary ”,

the United Nations Industrial Development Organization and the Government of the Republic of Austria have agreed as follows:

¹ Came into force on 1 January 1972, i.e. 60 days after the date (2 November 1971) of the exchange of notes between the representative of the Federal President of the Republic of Austria, duly authorized to that effect, and the Executive Director, in accordance with article 18.

² United Nations, *Treaty Series*, vol. 600, p. 93.

PART I

GENERAL PROVISIONS

Article 1

In this Agreement:

1. The expression “ the UNIDO ” means the United Nations Industrial Development Organization;
2. The expression “ the Government ” means the Federal Government of the Republic of Austria;
3. The expression “ Executive Director ” means the Executive Director of the UNIDO or any officer designated to act on his behalf;
4. The expression “ Headquarters Agreement ” means the Agreement between the United Nations and the Republic of Austria regarding the Headquarters of the United Nations Industrial Development Organization, which was signed on 13 April 1967 and entered into force on 7 July 1967, including the Exchange of Notes, dated 13 April 1967;¹
5. The expression “ officials ” means the Executive Director and all members of the staff of the UNIDO except those who are locally recruited and assigned to hourly rates;
6. The expression “ Pension Fund ” means the United Nations Joint Staff Pension Fund;
7. The abbreviation “ ASVG. ” means the Federal Act of 9 September 1955, Federal Gazette no. 189, on General Social Insurance (*Allgemeines Sozialversicherungsgesetz* — ASVG.), as amended from time to time;
8. The abbreviation “ AIVG. 1958 ” means the Unemployment Insurance Act of 1958 — AIVG. 1958, Federal Gazette no. 199/1958, as amended from time to time.

PART II

SPECIAL PROVISIONS

Chapter 1

SCOPE OF INSURANCE

Article 2

(1) Officials who on taking up their appointment with the UNIDO do not become participants in the Pension Fund, have the right to join any

¹ United Nations, *Treaty Series*, vol. 600, p. 93.

branch of the social insurance scheme under the ASVG. and of the unemployment insurance scheme under the AIVG. 1958, by complying with the provisions of Article 10.

(2) Officials who on taking up their appointment with the UNIDO are participants in the Pension Fund, have the right to join the health and accident insurance under the ASVG. and the unemployment insurance under the AIVG. 1958, by complying with the provisions of Article 10.

(3) In each branch selected, insurance under paragraphs (1) and (2) shall have the same legal effect as insurance under the compulsory insurance.

Article 3

(1) Insurance under Article 2 shall take effect in the branch selected on the day following the day on which the relevant declaration has been made.

(2) Insurance under Article 2 ceases in the branch selected with the termination of appointment with UNIDO.

(3) Without prejudice to the provisions of paragraph (2), insurance under Article 2 (1) shall also cease:

- a) in the pension, accident and unemployment insurance when the official becomes a participant in the Pension Fund;
- b) with the assignment of the official outside Austria if the period of assignment is to exceed three months; this, however, does not apply to health and accident insurance when the official is assigned to a State with which Austria has concluded an agreement on social insurance covering these branches, thus enabling the assigned official to receive benefits in kind in the event of sickness (work accident) in the territory of the contracting party.

(4) Without prejudice to the provisions of paragraph (2), insurance under Article 2 (2) shall also cease with the assignment of the official outside Austria, whereby paragraph (3) b) shall apply *mutatis mutandis*.

(5) In the case covered by paragraph (3) a) accident and unemployment insurance can be maintained by making a declaration to that effect.

(6) Upon termination of the insurance in the cases covered by paragraphs (3) b) and (4) above

- a) insurance in the health insurance can be maintained if members of the assigned official's family who are entitled to benefits remain in Austria;
- b) the former insurance can be resumed with the same scope of coverage upon conclusion of the assignment and the return of the official.

Article 4

Throughout the duration of the insurance the official shall be responsible for the payment of the entire contributions to the branches selected under Article 2 in accordance with the relevant regulations of the ASVG. and AIVG. 1958.

Chapter 2

CONSEQUENCES IN RESPECT OF AUSTRIAN PENSION INSURANCE RESULTING FROM
BECOMING A PARTICIPANT IN THE PENSION FUND OR DISCONTINUANCE OF
SUCH PARTICIPATION

Article 5

Periods during which an official participates in the Pension Fund shall be considered as "neutral" periods in the Austrian pension scheme as laid down in the relevant provisions of the ASVG.

Article 6

(1) When an official becomes a participant in the Pension Fund, the contributions that he has paid to the pension insurance

a) for contributory months to be taken into consideration,

b) for contributory months to be taken into consideration in respect of increased benefit insurance,

shall, upon application by the official, be returned to him. Such application shall be made, within eighteen months of becoming a participant in the Pension Fund, to the pension insurance institution to which the contributions were paid.

(2) The date to be taken into account for the determination of the contributory periods which may be taken into consideration is the date of becoming a participant in the Pension Fund where this falls on the first day of a month, otherwise it is the first day of the month following the month during which the official became a participant in the Pension Fund.

(3) The contributions to be returned shall fall due six months after the pension insurance institution has received the application. In the event of delay in payment, interest shall be payable thereon at the current discount rate of the Austrian National Bank.

(4) On reimbursement of the contributions, all claims and entitlements under the pension insurance scheme in respect of contributory months for which contributions have been returned shall lapse; also any claims to periodic benefits shall automatically lapse, but the pension and any additional allowances shall still be due for the month following receipt by the insurance institution of the application provided for in paragraph (1).

Article 7

(1) When on the termination of an official's appointment with the UNIDO the official is not entitled, on behalf of himself or of his survivors, to periodic benefits from the Pension Fund, the said official or his survivors eligible for a benefit may, within eighteen months after termination of the official's appointment, pay a transferable sum to the pension insurance institution that would have been last competent in respect of his appointment. Within the same period the official or his survivors eligible for a benefit under the Austrian pension insurance scheme may also repay to the pension insurance institution the contributions returned to the official under Article 6.

(2) For every month of appointment with the UNIDO during which the official who has left such appointment participated in the Pension Fund, the transferable sum shall be 7 per cent of the gross monthly remuneration to which the official was entitled in the month preceding the termination of his appointment; in any event, it shall not exceed [7 per cent of] 30 times the maximum daily contributory basis under the Austrian pension insurance scheme in effect at the time of the termination of appointment. The amount of contributions to be repaid under paragraph (1), second sentence, shall be increased by application of the adjustment factor valid at the time of termination of appointment for the year in which the contributions were returned.

(3) The full months taken into account in the transferable sum shall be considered as contributory months in the compulsory insurance of the Austrian pension insurance scheme. Through repayment of the contributions, contributory periods, including any eventual increased benefit insurance, which had lapsed through the return of the contributions (Article 6 (4)), shall be restored.

PART III

MISCELLANEOUS PROVISIONS

Article 8

The Executive Director and the Federal Minister for Social Administration shall take the administrative steps required for the implementation of this Agreement.

Article 9

In order to simplify the settlement of social insurance matters in respect of its officials, the UNIDO shall take steps to ensure that the necessary notifications are made and the contributions to be paid by the official under Article 4 are transferred to the competent insurance institution.

Article 10

Officials may claim their rights

- (1) under Article 2 (1) and 2) only within three months after taking up their appointment;
- (2) under Article 3 (5) only within two weeks after notification that they have become participants in the Pension Fund;
- (3) under Article 3 (6) *a*) only before their assignment;
- (4) under Article 3 (6) *b*) only within one month from the end of their assignment

by writing to the “Wiener Gebietskrankenkasse für Arbeiter und Angestellte”.

Article 11

In all cases the contributions to the relevant branches of insurance shall be paid to the “Wiener Gebietskrankenkasse für Arbeiter und Angestellte”.

Article 12

(1) For the implementation of Article 7 the UNIDO shall inform the competent pension insurance institution of the termination of appointment of an official within two weeks after such termination, as well as of the period of his participation in the Pension Fund.

(2) Without prejudice to its confidential character the UNIDO shall give the Austrian insurance institutions on request such information concerning its officials as is necessary for the implementation of this Agreement.

Article 13

No provision of this Agreement shall be construed as limiting the scope of Sections 19 and 20 of the Headquarters Agreement.

Article 14

For the settlement of differences between the UNIDO and the Government concerning the interpretation or implementation of this Agreement, Section 35 of the Headquarters Agreement shall apply.

PART IV

TRANSITIONAL AND FINAL PROVISIONS

Article 15

(1) Officials who took up their appointment before the entry into force of this Agreement may, within 30 days from that date,

- a) terminate their previous insurance in the individual branches by transmitting a written declaration which takes effect on the last day of the month during which the declaration is transmitted;
- b) exercise their right under Article 2 by transmitting a written declaration which takes effect on the day following the day of transmission.

(2) The declarations referred to in paragraph (1) shall be addressed to the "Wiener Gebietskrankenkasse für Arbeiter und Angestellte".

Article 16

In the case of officials who became participants in the Pension Fund before the date of entry into force of this Agreement and of persons who have left their appointment with the UNIDO before that date, the time-limits stipulated in the ASVG. in the case of health and pension insurance for claiming their rights for voluntary continuation of the insurance shall start running as from the above-mentioned date.

Article 17

For officials who have become participants, or who have ceased to be participants, in the Pension Fund before the entry into force of this Agreement, the time-limits stipulated in Article 6 (1) and Article 7 (1) shall start to run only from the date of entry into force of this Agreement.

Article 18

This Agreement shall enter into force sixty days after an exchange of notes between the representative of the Federal President of the Republic of Austria, duly authorized to that effect, and the Executive Director.

Article 19

Actions already taken in respect of matters covered by this Agreement prior to its entry into force shall be valid.

Article 20

This Agreement shall cease to be in force:

- (1) By mutual consent of the contracting parties;
- (2) If the permanent headquarters of the UNIDO is removed from the territory of the Republic of Austria. In that case, the UNIDO and the competent Austrian authorities shall take joint action for the orderly termination and liquidation of all arrangements made under this Agreement.

Article 21

The termination of this Agreement shall not impair the rights which the officials concerned or former officials have acquired thereunder for themselves or for their dependants.

Article 22

Consultations on the amendment of this Agreement shall be initiated at the request of the UNIDO or the Government.

DONE at Vienna, in duplicate, in the English and German languages, both texts being equally authentic, on this 15th day of December 1970.

For the United Nations Industrial
Development Organization:

[Signed — Signé] ¹

Executive Director

For the Government
of the Republic of Austria:

[Signed — Signé] ²

Federal Minister
for Foreign Affairs

¹ Signed by Ibrahim Helmi Abdel Rahman — Signé par Ibrahim Helmi Abdel Rahman.

² Signed by Rudolf Kirchschlaeger — Signé par Rudolf Kirchschlaeger.