

**No. 12095**

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**UNITED STATES OF AMERICA  
and  
FEDERAL REPUBLIC OF GERMANY**

**Agreement on the pension insurance of certain employees  
of the United States Army. Signed at Bonn on 11 Sep-  
tember 1970**

*Authentic texts: English and German.*

*Registered by the United States of America on 17 October 1972.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord relatif à la garantie des pensions de certains employés  
de l'Armée des États-Unis. Signé à Bonn le 11 septem-  
bre 1970**

*Textes authentiques : anglais et allemand.*

*Enregistré par les États-Unis d'Amérique le 17 octobre 1972.*

## AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND THE FEDERAL REPUBLIC OF GERMANY ON THE PENSION INSURANCE OF CERTAIN EMPLOYEES OF THE UNITED STATES ARMY

The United States of America and  
The Federal Republic of Germany

In the desire to guarantee the protection under the German legally-established pension insurance system for certain employees of the United States Army stationed in the Federal Republic of Germany,

Have agreed as follows:

*Article 1.* This agreement applies to persons who, as members of Labor Service Groups of the United States Army stationed in the Federal Republic of Germany, were transferred to France after October 30, 1950, were employed there by the United States Army prior to April 1, 1967 and who, on the date of the signing of this agreement resided ordinarily within the territory of a member State of the European Economic Community, or who died prior to such date of signature, if eligible survivors resided ordinarily on this day within the territory of one of the States mentioned.

*Article 2.* The German legal provisions of the established pension insurance system shall apply with regard to the employment of persons designated in article 1, as if the persons, for the duration of their employment, had been employed as manual workers at the locality of the Headquarters of the United States Army stationed in the Federal Republic of Germany.

*Article 3.* (1) The Headquarters designated in article 2 will pay the contributions for the periods of employment mentioned under article 1 directly to the competent insurance carrier within 12 months after the effective date of this Agreement.

(2) The contributions shall be paid in accordance with the legal provisions which applied to the computation of contributions for employees subject to compulsory insurance on April 1, 1967.

(3) The contributions shall be considered as having been paid on time. The beginning of a compensable episode covered by insurance shall not act to bar the payment of contributions. Voluntary contributions made during the time of employment are to be counted as contributions under the increased level insurance provisions.

(4) The contributions shall be accompanied by certificates which designate the beginning and the end of the employment periods and the amount of the gross earnings, including the value of board and room, in Deutsche Mark, which were paid in each

<sup>1</sup> Came into force on 1 June 1972, the first day of the second month after the end of the month in which the instruments of ratification or approval had been exchanged (Bonn, 27 April 1972), with retroactive effect from 1 November 1950, in accordance with article 8.

individual calendar year for the mentioned employment periods. The insurance carrier shall certify the periods and earnings, and issue to the insured person a statement of accounting to cover.

(5) The regulations concerning the portion paid into the fund by an insured person, and concerning reimbursement of contributions, shall not be applied.

(6) When contributions for a person specified in article 1 have erroneously not been paid within the time period mentioned in paragraph (1) they will be paid later. Contributions which have been erroneously paid for persons not specified in article 1 shall be refunded.

*Article 4.* (1) Pension benefits already established will upon request be redetermined to conform to this Agreement. They may also be recomputed by initiative of the insurance carrier. The fact that previous decisions have taken final effect shall not act to preclude a redetermination of benefits in conformity with this Agreement.

(2) To the extent that the contributions described in article 3 apply, the legal provisions as to the expiration of time limits for the filing of benefit claims shall not apply.

(3) Should the re-determinations according to paragraph (1) result in denial of any claim or in a pension lower than that which was paid for the time prior to the effective date of this Agreement, the payment of the previous pension amount shall be continued.

*Article 5.* If the Headquarters designated in article 2, in expectation of a claim to benefits based on this agreement, has granted support compensation for periods prior to the effective date of this agreement, it may request reimbursement therefor from the pension claim based on this agreement for the same periods, but only up to the amount of the support compensation granted. The consent of the claimant involved is not required. If a claimant does not file a request for a determination, or for a re-determination (article 4, paragraph (1)) of a pension claim, the Headquarters may do so on his behalf to safeguard his rights.

*Article 6.* (1) Disputes between the two contracting States concerning the interpretation or application of this Agreement shall be settled, insofar as possible, through the competent authorities.

(2) If a dispute cannot be settled in this manner, it will be referred to an arbitration board at the request of either contracting state.

(3) An arbitration board will be established on an *ad hoc* basis with each contracting State appointing one member, and both members agreeing on a citizen from a third North Atlantic Treaty Organization member State as chairman who will be appointed by the governments of the two contracting States. The members will be appointed within two months, and the chairman within three months, after one contracting state has informed the other that it will refer the dispute to an arbitration board.

(4) If the deadlines mentioned in paragraph (3) are not met, each contracting state may, in the absence of other agreements, ask the Secretary General of the North Atlantic Treaty Organization to make the necessary appointments. If the Secretary General has the citizenship of one of the contracting States or is prevented from acting for another reason, the Deputy Secretary General shall make the appointments. In case the Deputy Secretary General also possesses the citizenship of one of the two contracting States or is

prevented from acting for another reason, the next Assistant Secretary General following in rank by protocol who has not the citizenship of one of the two contracting States and who is not prevented from acting for another reason, shall make the appointments.

(5) The arbitration board shall make its decision by majority vote on the basis of the agreements existing between the parties and general international law. Its decisions are binding. Each contracting state bears the cost for its member, as well as for its representation in the proceedings before the arbitration board; the cost for the chairman as well as other expenses, are shared equally between the contracting States. The arbitration board can make a different decision concerning the allocation of expenses. In all other respects the arbitration board shall establish its own rules of procedure.

(6) If an arbitral decision against the Government of the United States should involve the payment of a sum of money, such payment shall be subject to the appropriation of such funds by the Congress of the United States of America.

*Article 7.* This Agreement is also valid for Land Berlin, unless the Government of the Federal Republic of Germany makes a declaration to the contrary to the Government of the United States of America within three months after the effective date of this Agreement. In the application of this Agreement to Berlin, the references to the Federal Republic of Germany will apply also as references to Land Berlin.

*Article 8.* (1) This Agreement requires ratification or approval; the instruments of ratification or approval will be exchanged as soon as possible in Bonn.

(2) This Agreement is made retroactive to November 1, 1950 and will enter into force on the first day of the second month after the end of the month in which the instruments of ratification or approval are exchanged.

DONE at Bonn, on September 11, 1970  
in two original copies, each in the English  
and German languages, both versions  
being equally authentic.

GESCHEHEN zu Bonn am 11. September  
1970 in zwei Urschriften, jede in englischer  
und deutscher Sprache, wobei jeder Wort-  
laut gleichermaßen verbindlich ist.

For the United States of America:  
Für die Vereinigten Staaten von Amerika:  
KENNETH RUSH

For the Federal Republic of Germany:  
Für die Bundesrepublik Deutschland:  
FRANK  
Prof. Dr. K. JANTZ