

**No. 17811**

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**FRANCE  
and  
EUROPEAN MOLECULAR BIOLOGY LABORATORY**

**Agreement on social security. Signed at Paris on 5 December  
1978**

*Authentic texts: French and English.*

*Registered by France on 14 May 1979.*

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**FRANCE  
et  
LABORATOIRE EUROPÉEN  
DE BIOLOGIE MOLÉCULAIRE**

**Accord de sécurité sociale. Signé à Paris le 5 décembre 1978**

*Textes authentiques : français et anglais.*

*Enregistré par la France le 14 mai 1979.*

## SOCIAL SECURITY AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE EUROPEAN MOLECULAR BIOLOGY LABORATORY (EMBL)

The Government of the French Republic on the one part,

The European Molecular Biology Laboratory (EMBL) on the other,

Considering that the Laboratory has established its own Social Security system,

Wishing to clarify the situation of “staff members” in post in France as far as French legislation is concerned,

Having decided, for this purpose, to conclude an Agreement in accordance with article 20 of the Agreement relating to privileges and immunities of the aforementioned Laboratory in France, signed in Paris on 3 March 1976,<sup>2</sup>

Are agreed on the following provisions:

*Article 1.* The “staff members” of EMBL, as defined by the staff rules of the Organisation, who are in post in France will no longer be subject to French social security legislation in so far as it relates to insurance against sickness, maternity, invalidity and death or to family allowances.

Cover against these risks is assumed by the Laboratory under the terms of the social security scheme which it has itself introduced.

*Article 2.* 1. The “staff members” mentioned in article 1 above, on the other hand, continue to be subject to the conditions of volume IV of the French Social Security Code for the prevention of and compensation for accidents at work and occupational diseases.

2. Pensions or compensation due to the victims of accidents at work or of occupational diseases, as well as to their dependants, as defined by French law, will be continued and paid to the members of EMBL who leave French territory in their country of residence, with increases and supplementary allowances as required.

*Article 3.* 1. The “staff members” of EMBL referred to in article 1 of this Agreement will no longer be subject to the compulsory French legislation for superannuation assurance.

2. The contributions made to the French superannuation scheme on behalf of “staff members” of the Laboratory during their employment within EMBL, before the Social Security scheme of the Organisation entered into force, may be cancelled by those concerned if they so request during the six months following publication of the Agreement.

3. Contributions which are cancelled according to the provisions in paragraph 2 of this article will be reimbursed by the competent French insurer.

<sup>1</sup> Came into force on 5 December 1978 by signature, with retroactive effect from 1 January 1978, in accordance with article 6.

<sup>2</sup> United Nations, *Treaty Series*, vol. 1062, p. 303.

This reimbursement will be made to the representative chosen for this purpose by the Organisation in accordance with terms to be defined in a mutual agreement.

*Article 4.* If the period of work in France of the “staff members” referred to in article 1 of this Agreement does not entitle them to a retirement pension from EMBL at the age of retirement foreseen in this system, these members or, if need be, their dependants have the option, within six months from the end of their contract with EMBL, to buy back into [the] general superannuation scheme for the period of service at the Laboratory in France.

*Article 5.* The terms of this Agreement and any difficulties in its application will be settled directly between the competent French authorities and the Director-General of EMBL.

*Article 6.* This Agreement, which enters into force on 1 January 1978, is concluded for a period of one year from the date on which it takes effect.

It will be tacitly renewed from year to year in the absence of written revocation three months before its expiry date.

WRITTEN in Paris in duplicate, in French and English, both texts being equally valid, on the fifth December 1978.

For the Government  
of the French Republic:

[Signed]

CLAUDE CHAYET

For the European Molecular  
Biology Laboratory:

[Signed]

ECKART WEIS