

No. 21772

**FRANCE
and
EUROPEAN SPACE RESEARCH ORGANIZATION**

**Agreement relating to social security regulations applicable
to staff employed by the European Space Research
Organization. Signed at Paris on 8 October 1965**

Authentic text: French.

Registered by France on 30 March 1983.

**FRANCE
et
ORGANISATION EUROPÉENNE
DE RECHERCHES SPATIALES**

**Accord relatif au régime de sécurité sociale applicable au
personnel employé par l'Organisation européenne de
recherches spatiales. Signé à Paris le 8 octobre 1965**

Texte authentique : français.

Enregistré par la France le 30 mars 1983.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE EUROPEAN SPACE RESEARCH ORGANIZATION RELATING TO SOCIAL SECURITY REGULATIONS APPLICABLE TO STAFF EMPLOYED BY THE EUROPEAN SPACE RESEARCH ORGANIZATION

The Government of the French Republic, on the one hand, and
The European Space Research Organization, on the other hand,

Desiring to clarify the situation, in relation to French social security legislation, of staff employed by the European Space Research Organization (hereinafter referred to as "the Organization"),

Have agreed on the following provisions:

Article 1. 1. Subject to the provisions contained in this Agreement, staff members of the Organization, as defined in article 1, paragraph (a) of the Staff Rules of the Organization, who are employed in French territory shall not be covered by any French social security legislation.

2. With regard to family benefits, the persons concerned shall be covered by the Organization's own system.

Article 2. 1. The staff members of the Organization referred to in article 1 may, within six months of the date of their entry on duty in the Organization, apply for admission to the French voluntary disability and old-age insurance system.

2. Staff members of the Organization already serving the date of entry into force of this Agreement shall have a period of six months from that date to apply under the provisions of paragraph 1 of this article.

Article 3. 1. Contributions made to the French old-age insurance scheme on behalf of members of the Organization as defined in article 1, for their period of service with the European Preparatory Commission for Space Research and with the Organization prior to the date of entry into force of this Agreement, shall be cancelled if the persons concerned so request. For the purpose of these provisions, the period of service mentioned above shall begin no earlier than 1 December 1960.

2. Contributions which are cancelled under the provisions of paragraph 1 of this article shall be reimbursed to the persons concerned by the competent French insurer. This reimbursement shall be made to the Organization for the persons concerned in conditions agreed directly between the competent French authorities and the Director-General of the Organization.

Article 4. 1. If the staff members referred to in article 1 are not, upon separation from the Organization, eligible as a result of the services completed in the Organization to receive a pension benefit and if, in addition, they have not

¹ Came into force on 4 May 1966, the date on which the Parties informed each other in writing that it had been approved, with retroactive effect from 1 April 1964, in accordance with article 11.

joined the French voluntary insurance scheme in time, they shall have the option of applying for retroactive participation in the French mandatory old-age insurance scheme for the period during which they were serving in the Organization.

2. The amount of the retroactive payments shall be calculated, for the whole of the period to which such payments relate, on the basis of the salary level of the posts held by the persons concerned immediately prior to their separation from the Organization, subject to the ceiling on contributions existing on the date of the application for retroactive participation and on the basis of the portion of the double social insurance contribution relating to the old-age risk.

3. The terms of these payments to the competent social security agencies shall be decided directly between the competent French authorities and the Director-General of the Organization.

Article 5. Staff members of the Organization referred to in article 1 who are serving outside French territory may, if they have French nationality, request the application of articles 2, 3 and 4 of this Agreement.

Article 6. 1. Staff members of the Organization other than those referred to in article 1 of this Agreement who are serving in French territory shall be subject, regardless of their nationality, to all the French social security legislation, with the exception of the legislation on family benefits.

2. Staff members of the Organization referred to in this article who are nationals of States which have concluded international social security agreements with France shall be covered by the provisions contained in those agreements, with the exception of those concerning family benefits.

3. With regard to family benefits, the persons concerned shall be covered by the Organization's own system.

Article 7. Cash benefits paid in cases of permanent disability under the special social security system of the Organization may be drawn concurrently with a pension payable under the French voluntary insurance scheme.

Article 8. Staff members of the Organization other than those of French nationality shall not be subject to those provisions in the French legislation concerning accidents at work and occupational illnesses which restrict the rights of aliens or disqualify them on grounds of residence.

Article 9. 1. Disability pensions, compensation for accidents at work and, where applicable, old-age pensions, including increases and supplementary allowances, payable under French social security legislation and in accordance with the provisions of this Agreement to staff members of the Organization who relocate outside France, shall be paid in the country of their residence, notwithstanding any provisions to the contrary in the above-mentioned legislation.

2. The arrangements for the transfer of the amounts payable to staff members referred to in the preceding paragraph shall be established by agreement between the competent French authorities and the Director-General of the Organization.

Article 10. Problems arising out of the implementation of this Agreement shall be settled directly by agreement between the competent French authorities and the Director-General of the Organization.

Article 11. This Agreement shall enter into force as soon as the two Parties have informed each other in writing that they have approved it. It shall take effect on 1 April 1964.

Article 12. 1. This Agreement is concluded for a period of one year from the date of its entry into force. It shall be automatically renewed from year to year unless notice of termination is given three months before the expiry date.

2. In the event of denunciation, the provisions of this Agreement shall remain applicable to the rights acquired by virtue thereof, notwithstanding any restrictive provisions which French social security legislation may contain with regard to visits abroad by an insured person.

3. This Agreement may be revised at the request of either Party.

DONE in two copies in Paris on 8 October 1965.

For the Government
of the French Republic:

[G. DE CHAMBRUN]

For the European Space Research
Organization:

[PIERRE AUGER]