

No. 27586

**SPAIN
and
VENEZUELA**

**Agreement on social security (with exchange of notes dated
14 July and 22 August 1988 and Administrative Agree-
ment of 5 May 1989). Signed at Caracas on 12 May 1988**

Authentic text: Spanish.

Registered by Spain on 24 October 1990.

**ESPAGNE
et
VENEZUELA**

**Convention de sécurité sociale (avec échange de notes en date
des 14 juillet et 22 août 1988 et Accord administratif du
5 mai 1989). Signée à Caracas le 12 mai 1988**

Texte authentique : espagnol.

Enregistrée par l'Espagne le 24 octobre 1990.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN SPAIN AND VENEZUELA ON SOCIAL SECURITY

TITLE I

GENERAL PROVISIONS

Article 1

1. For the purposes of this Agreement, the terms listed below have the following meanings:

(a) “Legislation” means the laws, regulations and other provisions specified in article 2 which are in force in the territories of either of the Contracting Parties.

(b) “Competent authority” means, in relation to Spain, the Ministry of Labour and Social Security; in relation to Venezuela, the Ministry of Labour.

(c) “Institution” means the body or authority responsible for implementing the legislation referred to in article 2.

(d) “Competent institution” means the institution having jurisdiction in each specific case under the applicable legislation.

(e) “Liaison body” means the body responsible for coordinating among the institutions involved in the implementation of the Agreement; it is also responsible for informing the persons concerned of their rights and obligations under the Agreement.

(f) “Worker” means, in relation to Spain, any person who, as a result of exercising or having exercised an activity for himself or for another, is or has been subject to the legislation referred to in letter A of article 2. In relation to Venezuela, it means any person who, as a result of exercising or having exercised a labour activity, is or has been subject to the legislation referred to in letter B of article 2.

(g) “Insurance period” means a contribution or equivalent period.

(h) “Benefits” means any cash benefits provided for in the legislation mentioned in article 2, including any complementary or supplementary amount or adjustment.

2. The other terms or expressions used in the Agreement have the meanings assigned to them in the pertinent legislation.

¹ Came into force on 1 July 1990, i.e., the first day of the second month following the date of the last of the notifications (of 19 January 1989 and 17 May 1990) by which the Parties had informed each other of the completion of their constitutional procedures, in accordance with article 34.

Article 2

This Agreement shall apply:

A. In Spain:

1. To the legislation governing the general social security scheme and the special social security schemes that constitute the social security system, with respect to benefits for:

(a) Temporary incapacity for work in the event of ordinary illness, maternity or non-industrial accidents;

(b) Disability;

(c) Retirement;

(d) Death and survival;

(e) Industrial accidents and occupational diseases.

B. In Venezuela:

To the legislation governing the social security scheme, with regard to payments in the event of:

(a) Temporary incapacity;

(b) Partial incapacity or disability;

(c) Old age;

(d) Survival;

(e) Death benefits.

2. This Agreement shall also apply to any future legal provisions supplementing or amending those referred to in the preceding paragraphs.

3. This Agreement shall apply to legal provisions establishing a new social security scheme only if the Contracting Parties so agree.

4. The Agreement shall apply to legal provisions extending the legislation in force to new groups of persons, provided that the competent authority of the other Party does not object thereto within the six months following notification of such provisions.

Article 3

1. This Agreement shall apply to nationals of the two Contracting Parties and to members of their families who are entitled to benefits under the legislation of each Party. It shall also apply to refugees as defined in the Geneva Convention of 28 July 1951¹ and the Protocol of 31 January 1967,² as well as to stateless persons as defined in the Convention of 28 September 1954³ who habitually reside in the territory of one of the Parties.

2. In addition, the Agreement shall also apply to a worker's beneficiary family members who are nationals of one of the Contracting Parties, whatever the nationality of the worker himself.

¹ United Nations, *Treaty Series*, vol. 189, p. 137.

² *Ibid.*, vol. 606, p. 267.

³ *Ibid.*, vol. 360, p. 117.

Article 4

Nationals of one Contracting Party shall receive the same treatment as those of the other Party with respect to the rights and obligations derived from the legislation referred to in article 2.

Article 5

1. Pensions, allowances, annuities and compensation received by virtue of the legislation of one Contracting Party shall not be reduced, modified, suspended or withheld on the ground that the beneficiary resides in the territory of the other Party or in a third country.

2. Financial benefits payable under this Agreement by one of the Contracting Parties shall be paid to beneficiaries residing in the territory of the other Party or in a third country.

TITLE II

PROVISIONS GOVERNING APPLICABLE LEGISLATION

Article 6

Workers employed in the territory of one of the Contracting Parties shall be subject to the social security legislation of that Party.

Article 7

The following exceptions shall be made to article 6:

1. When a worker who is subject to the legislation of one Party and working in the territory of that Party is assigned by his employer to work temporarily in the territory of the other Party, he shall continue to be subject to the legislation of the first Party provided that the employment period does not exceed two years.

If the employment is extended beyond two years for reasons that could not have been foreseen, the competent authorities of both Parties may, by mutual agreement, authorize the extension of this situation for an additional one-year period.

2. Travelling personnel employed by air-transport enterprises operating in the territory of both Parties shall be subject to the legislation of the Party in which the enterprise has its principal place of business.

3. The crew of vessels shall be subject to the legislation of the Party whose flag the vessel is flying. Workers employed in the loading, unloading or repair of vessels, or in security services in port, shall be subject to the legislation of the Party to whose territory the port belongs.

4. Diplomatic representatives and career consular officials shall be governed by the provisions of the Vienna Convention on Diplomatic Relations of 18 April 1961 and the Vienna Convention on Consular Relations of 24 April 1963.

5. Public officials of one Party not included in paragraph 4 above who are assigned to the territory of the other Party shall be subject to the legislation of the Party to which their employing Administration belongs.

6. Administrative and technical staff of the embassy or consulates of a Contracting Party and members of their service personnel, and persons working exclusively in the private employ of diplomatic representatives or career consular officials may, if they are nationals of the accrediting State, choose to be subject to the legislation of either Party. This option shall be exercised within the first three months after the entry into force of this Agreement or, where applicable, within the first three months after the date on which they began working in the territory of the Party in which they are employed.

Article 8

For enrolment in a voluntary insurance scheme or optional continuation of insurance, the insurance periods completed by completed under the legislation of the other Party, where they do not overlap.

TITLE III

PROVISIONS GOVERNING BENEFITS

Chapter I

CASH BENEFITS FOR SICKNESS

Article 9

Cash benefits for sickness shall be paid by the competent institution of the Party whose legislation applies to the worker under articles 6 and 7 of this Agreement.

In awarding such benefits, the aggregate insurance periods, calculated as established in article 10, shall be taken into account if necessary.

Chapter II

PARTIAL DISABILITY, DISABILITY, OLD AGE AND SURVIVORS' BENEFITS

Article 10

For the purposes of the acquisition, maintenance or recovery of entitlement to the benefits governed by this chapter, where a worker has been successively or alternately subject to the legislation of both Contracting Parties, the insurance periods completed under the legislation of each of the Parties shall be aggregated if necessary, provided that they do not overlap.

Article 11

A worker who has been successively or alternately subject to the legislation of both Parties shall be entitled to the benefits regulated by this chapter under the following conditions:

1. If the requirements for entitlement to the benefits laid down by the legislation of one or both Contracting Parties are met, the competent institution or institu-

tions shall apply their own national legislation, taking into account only the insurance periods completed under that legislation.

2. If the requirements for entitlement to the benefits laid down by the legislation of one or both Contracting Parties are not met, the competent institution or institutions shall aggregate the insurance periods completed under the legislation of the other Party with its or their own. Where the conditions for entitlement to the benefit are met through aggregation, the following rules shall be applied in calculating the amount:

(a) Each Party, or both Parties if applicable, shall determine separately the amount of the pension to which the person concerned would have been entitled if all the insurance periods aggregated had been completed under its own legislation (theoretical pension).

(b) Each Party shall establish the amount of the pension to be paid by it, by multiplying the theoretical pension calculated according to its legislation by the ratio of the insurance period completed in the Party of the institution calculating the pension to the total number of insurance periods completed in both Parties.

(c) If the legislation of either Party sets a maximum duration of insurance periods for approval of a full pension, for the purposes of aggregation, the competent institution of that Party shall take into account only the contribution periods in the other Party which are necessary to meet the conditions for pension entitlement.

Article 12

When a worker has been subject to the legislation of both Contracting Parties, periods completed subsequent to the entry into force of the Agreement shall be aggregated in accordance with the following rules:

1. When a compulsory insurance period or period legally recognized as such coincides with an optionally extended voluntary insurance period, only the compulsory insurance period or period legally recognized as such shall be taken into account.

2. When voluntary or optionally extended insurance periods coincide, only that corresponding to the Party in which the worker was last compulsorily insured prior to the voluntary or optionally extended period shall be taken into account or, if there are no prior compulsory periods in either Party, that corresponding to the Party in which compulsory periods were first completed subsequent to the voluntary or optionally extended period.

3. When it is not possible to specify in one Party at what time certain insurance periods were completed, or when there are periods that have been recognized as such by the legislation of either Party, it shall be assumed that said periods do not overlap with insurance periods completed in the other Party.

Article 13

1. If the total duration of the insurance periods completed under the legislation of one Contracting Party comes to less than one year and if, on the basis of these periods alone, no entitlement to benefits exists under its legislation, this Party shall not be required to award benefits by reason of the said periods. However, when applying article 11, paragraph 2, the institution of the other Party shall take these periods into account in determining entitlement to the pension.

2. The preceding paragraph notwithstanding, when insurance periods of less than one year have been completed under the legislation of both Parties, these periods must be aggregated in accordance with article 11, paragraph 2, if such aggregation would result in entitlement to benefits under the legislation of one or both Parties.

Article 14

1. If the legislation of one of the Contracting Parties makes entitlement to the benefit amount conditional on the completion of insurance derived from the exercise of an activity which is subject to a special social security scheme, or in a specific occupation or activity, the competent institution of that Party shall aggregate only the insurance periods completed under the social security system of the other Party during the exercise of the same activity.

2. If the legislation of a Contracting Party establishes more favourable conditions for awarding benefits to a worker who has exercised an activity in an unhealthy environment or an environment capable of producing premature ageing, the institution of that Party shall take into account the insurance periods credited in the other Party during which the same activity was exercised with the specified risks.

Chapter III

DEATH SUBSIDIES OR BENEFITS

Article 15

1. Funeral expenses or death benefits shall be governed by the legislation that applied to the worker at the time of death.

Benefits shall be approved and calculated by aggregating, if necessary, the insurance periods completed by the originator of the benefit under the legislation of the other Party, in accordance with article 10.

2. In the event of the death of a pensioner who is receiving a pension from both Contracting Parties, approval of the death benefit shall be governed by the legislation of the Party in whose territory the pensioner resided at the time of death.

3. If the death occurred in a third country, the applicable legislation, in the event that the pensioner was entitled to the benefit in both Contracting Parties, shall be that of the Party in which the worker was last insured.

Chapter IV

INDUSTRIAL ACCIDENTS AND OCCUPATIONAL DISEASES

Article 16

1. Entitlement to benefits for industrial accidents or occupational disease shall be determined by the legislation of the Contracting Party to which the worker was subject on the date of the accident or the onset of the disease unless the disease was contracted in the other Party, in which case the benefit shall be paid by the latter in accordance with its legislation.

2. If the person is not entitled to occupational disease benefits under the legislation of the Party indicated in the preceding paragraph, his entitlement shall be evaluated by the other Party in accordance with its legislation, provided that he has exercised an activity which might cause said disease under the legislation of the latter Party.

3. When the legislation of one of the Parties makes the award of occupational disease benefits conditional on the disease having been first confirmed in its territory, this condition shall be considered to have been fulfilled when the disease was first confirmed in the territory of the other Party.

Article 17

In the event that a worker who has been injured in an industrial accident to which the legislation of one of the Contracting Parties was applied is later injured in another industrial accident to which the legislation of the other Contracting Party applies, in determining the degree of incapacity of that worker in accordance with its own legislation, the competent institution of the latter Party shall take into account the actual loss of capacity for work.

Article 18

If an occupational disease having given rise to a pension under the legislation of either Contracting Party becomes worse while the beneficiary is residing in the territory of the other Party, the following rules shall apply:

A. If the worker has not exercised an activity which might aggravate this occupational disease in his new place of residence, the institution of the first Party shall cover the worsening of the disease under the terms of its own legislation.

B. If the worker has exercised an activity which might aggravate this occupational disease in his new place of residence:

(a) The institution of the first Party shall continue to pay the benefit owed to the worker under its own legislation as if the disease had not become worse.

(b) The institution of the other Party, in which the worker last exercised this activity, shall pay the benefit corresponding to the worsening. The amount of this benefit shall be determined in accordance with the legislation of this latter Party as if the disease had occurred in its territory, and shall be equal to the difference between the amount of the benefit owed after the worsening and that which it would have owed before the said worsening.

TITLE IV

MISCELLANEOUS PROVISIONS

Article 19

If the legal provisions of one Contracting Party make the award of the benefits regulated in chapters I, II and III of title III conditional on the worker having been subject to these provisions when the event giving rise to the benefit occurred, this condition shall be considered to have been fulfilled if the worker was at that time subject to the legislation of the other Party or a pensioner in accordance therewith.

Article 20

When, in accordance with the legal provisions of one of the Contracting Parties, the enjoyment of a social security benefit, the receipt of income of another kind or the exercise of a gainful activity has a legal impact on entitlement to a benefit or on participation in the social security system, these situations shall have a legal impact even when they occur or have occurred in the territory of the other Party.

Article 21

1. In determining the basis for calculating, or adjusting the benefit, each competent institution shall apply its legislation.

2. Where all or part of the contribution period to be used in calculating the basis for adjusting benefits was completed in Venezuela, the competent Spanish institution shall determine that adjustment on the basis of the minimum contributions in force under its legislation during that period or fraction thereof for the same occupational category as that recently or currently occupied by the worker in Spain.

3. Where all or part of the contribution period to be used in calculating the benefits was completed in Spain, the competent institution of Venezuela shall, for the purpose of determining the pension, assume that contributions made during that period were made at a rate midway between the minimum and maximum wage subject to contribution in Venezuela.

Article 22

Benefits approved under the rules in title III, chapters II and IV, shall be adjusted at the same intervals and in the same amounts as those specified in the respective national legislation. However, when the amount of a pension has been determined using the *pro rata* method provided for in paragraph 2 of article 11, the amount of the adjustment shall be determined by applying the same rule of proportionality cited in the aforementioned paragraph and article.

Article 23

1. The claims, notices, appeals or other documents which must be submitted within a prescribed period to the authorities or institutions of one Party in order for its legislation to be applied shall be considered to have been submitted to them if they have been delivered to an authority or institution of the other Party within the same period.

2. Any claim for a benefit submitted under the legislation of one Party shall be deemed to be a claim for the corresponding benefit under the legislation of the other Party, provided that the person concerned expressly states, at the time of submission, that he has worked in the other Party, or provided that this can be inferred from the documentation submitted.

3. The agreement referred to in article 27 shall establish rules for the processing of the documents mentioned in paragraphs 1 and 2 above.

Article 24

1. The benefits of exemptions or reductions with respect to taxes, stamp duties, administrative or registration fees or other similar payments provided for in the legislation of one Contracting Party for certificates and documents issued pursuant to the legislation of that Party shall be extended to documents and certificates issued pursuant to the legislation of the other Party or to this Agreement.

2. All administrative certificates and documents issued under this Agreement shall be exempt from legalization or authentication requirements.

Article 25

An institution's benefit obligations shall be considered to have been validly discharged when paid in the currency of its country.

Article 26

The institutions and competent authorities of both Parties shall provide their good offices and the broadest reciprocal technical and administrative collaboration for the implementation of this Agreement within the context of their own legislation.

Article 27

The competent authorities of both Parties shall draw up jointly supplementary agreements for the implementation and enforcement of this Agreement.

Article 28

In order to ensure due implementation of this Agreement the competent authorities of the two Parties agree to take the following measures:

- a) Designate the liaison bodies.
- b) Notify each other of the measures adopted internally for the implementation of this Agreement.
- c) Notify each other of any legislative or regulatory provisions amending those listed in article 2.

Article 29

For the due implementation and enforcement of this Agreement, the competent authorities, liaison bodies and institutions of the two Parties shall communicate directly with one another.

Article 30

Any disagreements concerning the interpretation and implementation of this Agreement shall be resolved, as far as possible, by the competent authorities of the two Parties. Any disputes that remain shall be settled through diplomatic channels.

TITLE V

Chapter I

TRANSITIONAL PROVISIONS

Article 31

1. Insurance periods completed under the legislation of the Contracting Parties prior to the date of entry into force of this Agreement shall be taken into consideration in determining entitlement to the benefits recognized hereunder. However, the institution of Venezuela shall not recognize insurance periods prior to 1 January 1967.

2. Application of this Agreement shall give entitlement to benefits for contingencies which occurred before the Agreement entered into force. However, payment of such benefits shall not be retroactive to that date.

Article 32

Article 10 notwithstanding, if insurance periods completed in both Parties prior to the entry into force of this Agreement coincide, each of the Parties shall take the periods completed under its legislation into consideration for the purposes of applying article 11.

Article 33

Benefit claims evaluated by each of the Parties prior to the entry into force of the Agreement may be reviewed in the light of its provisions at the request of the persons concerned.

Chapter II

FINAL PROVISIONS

Article 34

This Agreement shall be subject to completion by each Party of the procedures required by its constitution for the entry into force of the Agreement. For such purpose, each Party shall notify the other of the completion of its own procedures.

The Agreement shall enter into force on the first day of the second month following the later such notification.

Article 35

1. This Agreement is established for one year from the date of its entry into force and it shall be automatically renewed from year to year unless notice of termination is given six months prior to the expiry of any such period.

2. In the event of the termination of the Agreement, its provisions shall continue to apply to the rights acquired thereunder.

Furthermore, in such event, the Contracting Parties shall agree on arrangements to guarantee rights being acquired on the basis of insurance periods completed prior to the date of termination of the Agreement.

IN WITNESS WHEREOF, the undersigned, whose powers have been found to be in good and due form, have signed this Agreement.

DONE at Caracas on 12 May 1988 in duplicate in the Spanish language, both copies being equally authentic.

For the Kingdom of Spain:

[*Signed*]

AMARO GONZÁLEZ DE MESA
Y GARCIA SAN MIGUEL
Ambassador extraordinary
and plenipotentiary

For the Republic of Venezuela:

[*Signed*]

SIMON ANTONI PAVAN
Minister of Labour

EXCHANGE OF NOTES

I

No. 152

The Embassy of Spain presents its compliments to the Ministry of Foreign Affairs (Sectoral Department of International Policy and Office of the Legal Counsel) and hereby refers to the conversations held with the offices of the Ministry regarding the errors which have been detected in the Spanish and Venezuelan texts of the Agreement on Social Security signed by our two countries on 12 May 1988.

In accordance with the aforementioned conversations, the Embassy wishes to confirm the agreement of the Government of Spain that the final text of articles 8, 11.1, 14.1 and 16.3 shall be as follows:

Article 8

For enrolment in a voluntary insurance scheme or optional continuation of insurance, the insurance periods completed by the worker under the legislation of one Party shall be aggregated, if necessary, with the insurance periods completed under the legislation of the other Party, where they do not overlap.

Article 11

1. If the requirements for entitlement to the benefits laid down by the legislation of one or both Contracting Parties are met, the competent institution or institutions shall apply their own national legislation, taking into account only the insurance periods completed under that legislation.

Article 14

1. If the legislation of one of the Contracting Parties makes entitlement to the benefit amount conditional on the completion of insurance periods derived from the exercise of an activity which is subject to a special social security scheme, or in a specific occupation or activity, the competent institution of that Party shall aggregate only the insurance periods completed under the social security system of the other Party during the exercise of the same activity.

Article 16

3. When the legislation of one of the Parties makes the award of occupational disease benefits conditional on the disease having been first confirmed in its territory, this condition shall be considered to have been fulfilled when the disease was first confirmed in the territory of the other Party.

The Embassy of Spain would be grateful if the Ministry would let it know by this same channel, if it agrees to these texts so that they can be included in the Agreement on Social Security signed on 13 May 1988.

The Embassy of Spain takes this opportunity, etc.

Caracas, 14 July 1988

Ministry of Foreign Affairs
Caracas

II

REPUBLIC OF VENEZUELA
MINISTRY OF FOREIGN AFFAIRS

No. 00558

The Ministry of Foreign Affairs, Office of the Legal Counsel, presents its compliments to the Embassy of Spain and, with respect to the information communicated in its note No. 152 of this month, is pleased to inform it that this Office is in agreement with the contents of the aforementioned note.

Therefore, the Ministry of Foreign Affairs accepts as final the texts indicated therein for articles 8, 11.1, 14.1 and 16.3 of the Agreement on Social Security signed by both countries on 12 May 1988; the articles have been included in the said international instrument.

The Ministry of Foreign Affairs, Office of the Legal Counsel, takes this opportunity, etc.

Caracas, 22 August 1988

ADMINISTRATIVE AGREEMENT FOR THE IMPLEMENTATION OF THE
AGREEMENT BETWEEN SPAIN AND VENEZUELA ON SOCIAL SE-
CURITY

TITLE I

GENERAL PROVISIONS

Article 1

For the implementation of this Administrative Agreement:

1. The term “Agreement” means the Agreement between Spain and Venezuela on Social Security.
2. The term “Administrative Agreement” means this Agreement.
3. The terms defined in article 1 of the Agreement have the same meanings in this Administrative Agreement.

Article 2

1. The liaison bodies referred to in article 28 of the Agreement shall be as follows:
 - (a) In Spain: The National Institute of Social Security.
 - (b) In Venezuela: The Venezuelan Institute of Social Insurance.
2. The competent authorities shall inform one another as necessary of any change in the designation of the liaison bodies.
3. The liaison bodies designated in paragraph 1 of this article shall draw up the forms and documents necessary for the implementation of the Agreement and this Administrative Agreement in their specific areas of competence.

Article 3

1. In the cases provided for in article 7, paragraph 1, of the Agreement, the competent institution of the Party whose legislation continues to apply shall, at the request of the employer, issue a certificate of assignment stating that the worker remains subject to the legislation of that Party and until what date.

The request shall be made prior to the assignment of the person concerned or within 30 days thereafter.

The said certificate shall constitute proof that the compulsory insurance provisions of the other Party do not apply to the aforementioned worker.

2. Authorization for extension of the certification provided for in article 7, paragraph 1, of the Agreement on Social Security shall be requested by the employer prior to the end of the two-year period referred to in that article. The request shall be addressed to the competent authority of the Party in whose territory the worker is insured; that authority shall come to an agreement on the extension with the competent authority of the Party in which the worker is assigned.

3. If the worker referred to in article 7, paragraph 1, of the Agreement is already working in the territory of the Party to which he has been sent on the date that Agreement enters into force, the two-year period shall be counted from that date.

4. In the cases referred to in article 7, paragraph 6, of the Agreement, a worker who exercises his right to choose shall, through his employer, notify the competent institution of the Party whose legislation he has chosen. That institution shall immediately notify the institution of the other Party.

TITLE II

Chapter 1

SICKNESS BENEFITS

Article 4

When the competent institution of one Party must base the award of sickness benefits on the aggregate insurance periods provided for in article 9 of the Agreement, it shall ask the competent institution of the other Party for certification of the insurance periods credited under its legislation, using the form drawn up for that purpose.

Chapter 2

OLD AGE, DISABILITY, PARTIAL INCAPACITY, DEATH AND SURVIVORS' BENEFITS

Article 5

1. Claims for old age, disability, partial incapacity or survivors' benefits based on employment performed in one or both Contracting Parties must be submitted to the competent institution of the claimant's place of residence in accordance with the legal provisions in force for that institution.

2. If the claimant resides in the territory of a third country, he must address himself to the competent institution of the Contracting Party under whose legislation he, or his beneficiary, was last insured.

3. When the institution receiving the claim is not the one competent to investigate it, it must transmit the claim with all documentation to the competent institution via the liaison bodies.

4. When the claim for benefits is based on employment under the legal provisions of only one of the Parties and is submitted to the other Party, the latter shall remit it immediately to the competent institution of the former via the liaison bodies.

Article 6

1. In processing claims for old age, disability, partial incapacity or survivors' benefits covered under the Agreement, the competent institutions of Spain and Venezuela shall use the liaison form drawn up for that purpose.

2. In the case of claims for disability or partial incapacity benefits, the documentation shall be sent with a medical opinion stating the causes of the claimant's incapacity and the reasonable chances of recovery.

The medical report must be issued or certified by the medical services of the Institute of Social Security in Spain or by the Venezuelan Institute of Social Insurance in Venezuela.

Article 7

1. The institution responsible for investigating the claim shall enter the necessary information on the liaison form referred to in the preceding article and shall send two copies thereof to the competent institution of the other Party with all possible speed.

2. For the purposes of applying article 11, paragraph 2, of the Agreement, at the request of the institution responsible for investigating the claim, the competent institution of the other Party shall return a copy of the liaison form on which it shall certify the insurance periods credited under its legislation.

3. Transmittal of the liaison form shall be in lieu of submission of the supporting documents. However, the receiving institution may request the submission of any of these documents.

4. The competent institution or institutions shall inform claimants of the decisions taken and of the channels and deadlines for appeal available to them under its or their legislation.

5. A copy of the decisions taken on the claim in question shall be sent to the competent institution of the other Party.

Chapter 3

INDUSTRIAL ACCIDENT AND OCCUPATIONAL DISEASE BENEFITS

Article 8

In the case of claims for industrial accident or occupational disease benefits, the provisions of article 5 of this Administrative Agreement shall apply by analogy.

Article 9

For the application of article 16, paragraph 2, of the Agreement, the competent institution of the Party which has denied the claim for occupational disease benefits shall transmit the documentation and a copy of its decision to the competent institution of the other Party.

TITLE III

Chapter 1

MISCELLANEOUS PROVISIONS

Article 10

The competent institutions of both Contracting Parties may request from each other at any time medical examinations or confirmations of facts and actions which may be used to modify, suspend, terminate or maintain rights or benefits approved

by them. The resulting costs shall be reimbursed by the competent institution that requested the examination or confirmation either at the official rates of the institution performing the medical examination or at actual cost, in the case of services or medical examinations provided by facilities other than those of the Institute of Social Security in Spain or the Venezuelan Institute of Social Insurance in Venezuela. Reimbursement shall be made immediately upon receipt of authoritative documents giving details of such costs.

Article 11

The liaison bodies of both Parties shall exchange available statistical data on benefits paid to beneficiaries during each calendar year under the Agreement. This data shall include the number of beneficiaries and the total amount of benefits.

Article 12

Benefits shall be paid directly to the beneficiaries by the competent institution.

However, for purposes of convenience, arrangements may be made for payment of the pensions of one Party to be effected through the liaison body of the Party where the beneficiary resides.

Article 13

At the request of either Party, a Joint Committee chaired by the competent authorities may meet for the purpose of examining any problems which may arise in the implementation of the Agreement on Social Security and this Administrative Agreement.

Chapter 2

FINAL PROVISIONS

Article 14

This Administrative Agreement shall enter into force on the same date as the Agreement on Social Security and shall be of equal duration.

DONE at Caracas on 5 May 1989 in duplicate.

For the Government of Spain:

[Signed]

AMARO GONZÁLEZ DE MESA
Ambassador of Spain

For the Government of Venezuela:

[Signed]

MARISELA PADRÓN
Minister of Labour

FORMS ANNEXED TO THE ADMINISTRATIVE AGREEMENT FOR THE IMPLEMENTATION OF THE AGREEMENT BETWEEN SPAIN AND VENEZUELA ON SOCIAL SECURITY

AGREEMENT BETWEEN SPAIN AND VENEZUELA ON
SOCIAL SECURITY

CERTIFICATION OF AGGREGATE INSURANCE
PERIODS FOR SICKNESS BENEFITS

Article 9 of the Agreement on Social Security

Article 4 of the Administrative Agreement

1	LIAISON BODY RECEIVING THE CERTIFICATE
Name _____	
Address _____	

2	INFORMATION ON THE INSURED
Surname _____ Mother's maiden name _____	
Forename _____ Date of birth _____	
Father's forename _____ Mother's forename _____	
Citizenship _____ Civil status _____	
Enrolment number in Spain _____	
Enrolment number in Venezuela _____	

3	INSURANCE PERIODS IN	SPAIN		/	VENEZUELA		1/
		Contribution					
		Compulsory	Optional	Total days			
From	to						
From	to						
From	to						
From	to						
		Total					

4	REMITTING LIAISON BODY
Name	_____
Address	_____
Stamp	Date _____
	Signature: _____

1/ Check the appropriate box.

AGREEMENT BETWEEN SPAIN AND VENEZUELA ON
SOCIAL SECURITY

CERTIFICATION OF APPLICABLE LEGISLATION

Article 7.1 of the Agreement on Social Security

Article 3.1 of the Administrative Agreement

The competent institution of the Party to whose legislation the worker is subject shall, at the request of the employer, complete this form in triplicate. One of the copies shall be retained by the employer and the other by the worker.

1	WORKER
<p>Surname _____ Mother's maiden name _____</p> <p>Forename _____ Maiden name _____</p> <p>Father's forename _____ Mother's forename _____</p> <p>Date of birth _____ Citizenship _____ National identity card _____ 1/</p> <p>Address 2/ _____</p> <p>Enrolment number: In Spain _____</p> <p style="padding-left: 100px;">In Venezuela _____</p>	

2	EMPLOYER
<p>Company name _____</p> <p>Address 2/ _____</p>	

3	
<p>The above worker will be assigned for a period of time probably extending from _____ to _____</p> <p>to the following establishment in the territory of 2/ <input type="checkbox"/> Venezuela <input type="checkbox"/> Spain</p> <p>Name of company _____</p> <p>Address 2/ _____</p>	

4
<p>The worker indicated in box 1 is subject to the legislation of <u>3/</u></p> <p><input type="checkbox"/> Spain</p> <p style="padding-left: 150px;">by virtue of article 7.1 of the Agreement on Social Security.</p> <p><input type="checkbox"/> Venezuela</p> <p>From _____ to _____</p>

5	INSTITUTION OF THE PARTY TO WHOSE LEGISLATION THE WORKER IS SUBJECT
<p>Name _____</p> <p>Address <u>2/</u> _____</p> <p>Stamp _____ Date _____</p> <p style="padding-left: 300px;">Signature: _____</p> <p style="text-align: right;">_____</p>	

INSTRUCTIONS

Print or type, using only the dotted lines.

NOTES

- 1/ Spanish citizens: always indicate your national identity card number. If you do not have one, expressly indicate "NONE".
- 2/ Street, street number, postal code, city, province and country.
- 3/ Check the appropriate box.

AGREEMENT BETWEEN SPAIN AND VENEZUELA ON
SOCIAL SECURITY

FORM FOR NOTIFICATION OF A CLAIM FOR BENEFITS

Article 5 of the Administrative Agreement

Notice of the filing of claims for old age, disability and survivors' benefits.

To be completed by the institution with which the claim is filed and remitted to the competent institution of the other Party.

1	RECEIVING INSTITUTION
<p>Name _____</p> <p>Address 1/ _____</p>	

2	INSURED PERSON
<p>Surname _____ Mother's maiden name _____</p> <p>Forename _____ Maiden name _____</p> <p>Father's forename _____ Mother's forename _____</p> <p>Citizenship _____ Date of birth _____</p> <p>National identity card No. 2/ _____ Enrolment No.: In Spain _____</p> <p style="text-align: right;">In Venezuela _____</p>	

3	CLAIMANT
<p>First name _____ Middle name _____</p> <p>Last name _____ Maiden name _____</p> <p>Relationship to the insured _____ National identity card No. 2/ _____</p> <p>Citizenship _____ Date of birth _____</p>	

4 STATEMENT OF THE INSURED'S EMPLOYMENT HISTORY		
<input type="checkbox"/> In Spain <input type="checkbox"/> In Venezuela		
PERIODS		
From	To	Company: Name/Business/City

5 The person indicated in box 2 3,

has submitted a claim to this institution for the following benefits:

Disability Claim No. _____ dated _____

Retirement Claim No. _____ dated _____

Death and survivors' Claim No. _____ dated _____

6 INVESTIGATING INSTITUTION	
Name	_____
Address <u>1</u> /	_____
Stamp	Date _____
	Signature: _____

INSTRUCTIONS

Print or type, using only the dotted lines.

NOTES

1/ Street, street number, city, province, postal code and country.

2/ Spanish citizens: always indicate the entire number on your national identity card, even if it has expired. If you do not have one, expressly indicate "NONE".

AGREEMENT BETWEEN SPAIN AND VENEZUELA ON
SOCIAL SECURITY

LIAISON FORM FOR A CLAIM FOR 1/ BENEFITS

Article 11 of the Agreement on Social Security

Articles 6 and 7 of the Administrative Agreement

The institution receiving the claim shall complete the relevant portion of this form and remit it in duplicate to the competent institution of the other Party. The latter shall return one copy of the form certifying the insurance periods completed under its legislation to the institution responsible for investigating the claim, at its request.

Date of the submission of the claim

1	INFORMATION ON THE INSURED AND HIS/HER SPOUSE	
	INSURED	SPOUSE
- Surname and mother's maiden name		
- Forename		
- Father's forename		
- Mother's forename		
- Date of birth		
- Enrolment No.: In Spain		
In Venezuela		
- Sex		
- Citizenship <u>2/</u>		
- Civil status <u>3/</u>		
- Date of marriage		
- Date of death		
- Place of death		
- Cause of death		
- Has his/her incapacity for work been recognized? <u>4/</u>		
- Is he/she currently working?		

	INSURED	SPOUSE
- Date on which he/she stopped working.		
- Date on which he/she plans to stop work.		
- Does he/she receive benefits?		
- If yes, specify:		
- Type of benefits		
- Payer body (name and address)		
- Benefit number		
- Effective date		
- Monthly benefit amount		
- Number of annual benefit payments		
- Full address <u>5/</u>		

2 INFORMATION ON OTHER FAMILY MEMBERS ELIGIBLE FOR BENEFITS <u>6/</u>							
Surname, mother's maiden name and forename	Relationship to the insured	Date of birth	Did or does he/she live with the insured? <u>7/</u>	Was or is he/she financially dependent on the insured? <u>7/</u>	Is he/she incapacitated for work? <u>7/</u>	Does he/she work? <u>7/</u>	Does he/she receive a pension or annuity? <u>8/</u>

3 STATEMENT OF JOBS HELD BY THE INSURED IN SPAIN AND VENEZUELA				
	Name of company	Address	Period	
			From	To
Spain				
Venezuela				

4 INFORMATION ON INSURANCE PERIODS COVERED BY THE INSURED					
4.1.	INSURANCE OR EQUIVALENT PERIODS		INSURANCE PERIODS		EQUIVALENT PERIODS
	FROM	TO	VOLUNTARY	COMPULSORY	DAYS
			DAYS	DAYS	
To be completed by the institution receiving the claim					
Totals					

4.2.	INSURANCE OR EQUIVALENT PERIODS		INSURANCE PERIODS		EQUIVALENT PERIODS
	FROM	TO	VOLUNTARY	COMPULSORY	DAYS
			DAYS	DAYS	
To be completed by the institution of the other State					
Totals					

5 DETERMINATION OF BENEFITS PAYABLE BY SPAIN		
TYPE OF BENEFITS	EFFECTIVE DATE	MONTHLY AMOUNT
<input type="checkbox"/> Aggregation <input type="checkbox"/> Without aggregation		
Reasons for denial of benefits:		

6 DETERMINATION OF BENEFITS PAYABLE BY VENEZUELA		
TYPE OF BENEFITS	EFFECTIVE DATE	AMOUNT
<input type="checkbox"/> Aggregation <input type="checkbox"/> Without aggregation		
Reasons for denial of benefits:		

7 INSTITUTION RECEIVING THE CLAIM	
Name _____	
Address <u>5</u> / _____	
Requests the competent institution of the other Party <input type="checkbox"/> to return <input type="checkbox"/> not to return a copy of this form, duly completed.	
Stamp _____	Date _____
	Signature: _____

8 INSTITUTION OF THE OTHER PARTY	
Name _____	
Address <u>5</u> / _____	
Stamp _____	Date _____
	Signature: _____

INSTRUCTIONS

Print or type, using only the dotted lines.

NOTES

1/ Specify, as appropriate, whether old age, disability, partial incapacity or survivors'.

2/ If your citizenship has changed, specify when that change took place here:

3/ Specify, as appropriate, whether single, married, widowed or divorced.

4/ Answer Yes or No. If your answer is Yes, attach medical report (Form E/V-5) indicating the causes and degree of the claimant's incapacity and reasonable chances of recovery.

5/ Street, street number, postal code, city, province and country.

6/ Children, parents or other dependants.

7/ Answer Yes or No.

8/ If your answer is Yes, complete the following:

- Type of pension _____
- Payer institution _____
- Date of first payment _____
- Date of last payment, if applicable _____
- Monthly amount of pension or annuity _____

AGREEMENT BETWEEN SPAIN AND VENEZUELA ON
SOCIAL SECURITY

MEDICAL REPORT

Article 6 of the Administrative Agreement

1	INSTITUTION RECEIVING THE REPORT
Name _____ Address 1/ _____	

2	PATIENT
Surname _____ Mother's maiden name _____ Forename _____ Father's forename _____ Mother's forename _____ Date of birth _____ National identity card No. 2/ _____ Citizenship _____ Address 1/ _____ Normal occupation _____ Last position held _____ Enrolment number: In Spain _____ In Venezuela _____ Claim number _____ Date of submission of claim _____	

3	DOCTOR ISSUING THE REPORT
Surname and mother's maiden name _____ Forename _____ Address 1/ _____ Supervising doctor _____	

4	PERSONAL HISTORY
_____ _____ _____ _____	

5 CURRENT CONDITION OR ILLNESS (Patient's complaint, date of onset, progress, treatment to date).

6 MEDICAL PROFILE

General information

Height _____ Weight _____

General appearance (senile, calm, nervous, etc.) _____

Constitution (strong, normal, weak) _____

Posture _____ Bearing _____

Mobility _____

Musculature _____

Colour of mucous _____

Nutritional state _____

Complexion (pale, yellow) _____

State of mouth and teeth _____

7 SENSORY ORGANS

Ears _____

Eyes _____

Nose _____

8 RESPIRATORY SYSTEM

(Upper respiratory tract, lungs, chest measurements, shape of chest, macroscopic and microscopic examination of sputum, tuberculin test, X-rays, etc.)

X-ray results with date /

9 CIRCULATORY SYSTEM

(Heart, aorta, blood vessels (size of heart, auscultation, pulse, blood pressure, dyspnea, oedemas, state of periphery blood vessels, varicose veins, X-rays, etc.)

Electrocardiogram results with date /

10 DIGESTIVE SYSTEM

(Abdominal wall, hernias, surgical scars, abdominal palpation, liver, spleen, ganglia).

X-ray results with date /

11 LOCOMOTORY SYSTEM

(Bones, muscles, shape and mobility of joints and vertebral column, Lasègue's sign).

12 GENITAL-URINARY SYSTEM

Urine analysis results with date /

13 NERVOUS SYSTEM

(Pupillary and peripheral reflexes, paresthasias, paralysis, major sensory disorders, mental abnormalities.)

14 BLOOD TEST

(Specify date, haemoglobin level and red blood count.)

15 OTHER TESTS

(Specify date, / precipitate reaction, reaction for the diagnosis of syphilis, etc.)

16 DOES THE PATIENT HAVE AN INJURY OR CONDITION COVERED BY LEGISLATION ON INDUSTRIAL ACCIDENTS AND OCCUPATIONAL DISEASES?

Yes

No

If Yes, indicate:

Type of injury or condition

Per cent of disability

17 OTHER INFORMATION

18 CLINICAL DIAGNOSIS, WITH EXPLANATION

19 FOR ACCIDENTS, WHEN WAS THE INJURY TREATED?

20 HAS THE PATIENT'S CONDITION STABILIZED?

21 TREATMENT PRESCRIBED

22 CAN CONTINUED MEDICAL CARE LEAD TO A CLINICAL IMPROVEMENT IN THE PATIENT?

THE PATIENT'S CURE?

23 IN WHAT WAY IS THE PATIENT INCAPACITATED FOR HIS/HER MOST RECENT EMPLOYMENT?

24 IN WHAT WAY IS HE/SHE INCAPACITATED FOR EMPLOYMENT IN MINING? 4/

UNDERGROUND? _____

ON THE SURFACE? _____

25 IS IT ABSOLUTELY NECESSARY FOR THE PATIENT TO CEASE EMPLOYMENT IN MINING OR TO CHANGE OCCUPATIONS?

26 CAN HE/SHE PERFORM ANY OTHER TYPE OF WORK?

27 CAN HE/SHE BE REHABILITATED?

28 CAN THE PATIENT WORK IN ANY OTHER OCCUPATION WITH HIS/HER DISABILITY?

29 IN WHAT WAY IS THE PATIENT INCAPACITATED FOR EMPLOYMENT IN ANY OTHER OCCUPATION FOR WHICH HE/SHE IS SUITED?

30 IS THIS A TEMPORARY OR A PERMANENT DISABILITY?

31 IS THIS A PERMANENT PARTIAL DISABILITY?

(A permanent partial disability is a disability that reduces the worker's earning capacity in his normal occupation by at least 33 per cent.)

32 IS THIS A PERMANENT TOTAL DISABILITY?

(A disability that prevents the worker from carrying out all or the basic tasks of his/her normal occupation, even though he/she may be able to work in another occupation.)

33 IS THIS A PERMANENT ABSOLUTE DISABILITY?

(Completely prevents the worker from working in any occupation or profession.)

34 IS THIS A MAJOR DISABILITY?

(Status of a worker with a permanent absolute disability who, because of anatomical or functional losses, requires the assistance of another person in order to perform the most basic daily activities.)

35 WHEN SHOULD THE PATIENT BE RE-EXAMINED?

36 DATE OF MEDICAL EXAMINATION

STAMP

SIGNATURE OF SUPERVISING DOCTOR

INSTRUCTIONS

Print or type, using only the dotted lines.

NOTES

- 1/ Street number, street, city province, postal code and country.
- 2/ Spanish citizens: always indicate the number on your national identity card, even if it has expired. If you do not have one, expressly indicate "NONE".
- 3/ This information is required if the pension claim is based totally or partially on a disability caused by a disorder of these organs.
- 4/ Only granted for miners. The type of work performed by the worker should be described in detail if possible.

National Institute of Social Security
 General Subdirectorato of International Relations
 Padre Damian, 4
 Tel: 4501900, 4505150, 4505200
 28036 - MADRID

AGREEMENT BETWEEN SPAIN AND _____
 ON SOCIAL SECURITY

PAYMENT OF MEDICAL EXAMINATION EXPENSES

1. Information on the institution that requested the examination.

Name: _____
Address: _____
Reference of examination request: _____

2. Information on the institution that performed the examination.

Name: _____
Address: _____
Date of medical examination: _____

3. Information on the insured:

Surname and mother's maiden name: _____
Forename: _____
Born on: _____ at: _____
Citizenship: _____
Insurance, pension or annuity number: <u>1</u> / _____
Address: _____

4. Information on the insured's family member.

Surname and mother's maiden name: _____
Forename: _____
Born on: _____ at: _____
Relationship to the insured: _____
Address: _____

1/ Cross out what does not apply.

5. Cost of the examination

1.	Medical fees _____
2.	Miscellaneous expenses (X-rays, tests) _____
3.	Living and travel expenses _____
4.	_____
	TOTAL _____

(STAMP)

_____ 19_____
(signature)
