

ADMINISTRATIVE ARRANGEMENT

FOR

THE IMPLEMENTATION

OF

THE AGREEMENT ON SOCIAL SECURITY

BETWEEN

THE REPUBLIC OF INDIA

AND

THE REPUBLIC OF FINLAND

In accordance with Article 15 of the Agreement on Social Security between India and Finland, signed on 12<sup>th</sup> June, 2012 the Competent Authorities hereby make the Administrative Arrangement as set out in the following paragraphs in order to implement that Agreement

SW/SWB  
Bhal  
12/12/12

**Article 1**  
**Definitions**

1. In implementing this Administrative Arrangement:

"Agreement" means the Agreement on Social Security between India and Finland signed on 12<sup>th</sup> June, 2012,

"Arrangement" means this Administrative Arrangement.

2. A term defined in the Agreement will, when used in this Arrangement, have the same meaning as in the Agreement.

**Article 2**  
**Competent Institution**

Competent Institution under Article 1 of the Agreement refers to the following institutions:

(a) in relation to India:

For the administration of the legislation in paragraph 1A) of Article 2 of the Agreement - The Employees Provident Fund Organization (EPFO) and

(b) in relation to Finland:

For the administration of the legislation in paragraph 1 B) of Article 2 of the Agreement - The pension provider which grants and pays the earnings-related pension.

Article 3  
Liaison Bodies

1. For the purpose of implementation of the Agreement and this Arrangement, the Liaison Bodies are

(a) for India: the Employees' Provident Fund Organization (EPFO)

(b) for Finland: the Finnish Centre for Pensions (ETK)

The Liaison Bodies will mutually

(a) determine the procedures, forms, certificates and notifications necessary for implementation of the Agreement and this Arrangement;

(b) take measures in order to inform the persons concerned of their rights and of the appropriate procedures for the exercise of those rights;

(c) exchange statistics on an annual basis at a mutually arranged time regarding:

- i. the payments which each has made under the Agreement including data on the number of beneficiaries and the cash value of benefits paid, by the type of benefits, and;
- ii. the number of certificates issued according to Article 5 of the Arrangement.

The addresses and other particulars of the Liaison Bodies are given in Annex I.

#### Article 4

##### Communication between Competent Institutions and Liaison Bodies

1. Communications concerning the operation of the Agreement and of this Arrangement will be sent to and from, as the case requires, the appropriate Liaison Body.
2. The Competent Institutions or Liaison Bodies will be able to communicate directly with each other and with persons concerned.
3. The Liaison Bodies will communicate with each other in the English language.

#### Article 5

##### Certificates of Coverage

1. When the legislation of one Contracting State is applicable in accordance with any of the provisions of Part II of the Agreement, the Liaison Body of that Contracting State designated in paragraph 1 of Article 3 will issue upon request of the employer or employed person, a certificate of coverage to the employer concerned, affirming that the employer and the employed person continue to be subject to the legislation of the Contracting State and stating the period for which the certificate is valid.
2. Certificates will be issued by:
  - (a) the Employees' Provident Fund Organization (EPFO) when Indian legislation is applicable;
  - (b) the Finnish Centre for Pensions (ETK) when Finnish legislation is applicable.



**Article 6**  
**Exchange of Information**

1. Each Liaison Body will, on request, provide information to the other concerning periods of insurance or benefits paid, or any other available information in accordance with Article 16 of the Agreement.
2. Each Liaison Body will supply to the other information affecting mutual beneficiaries, including the certificates of coverage.
3. The Liaison Bodies will agree upon an electronic exchange of data as soon as possible, in case the necessary legal and technical requirements in both Contracting States are being met.
4. Any data pertaining to an individual and transmitted by the Liaison Body of one Contracting State to the Liaison Body of the other Contracting State will be subject to the provision of Article 20 of the Agreement.

**Article 7**  
**Lodgement**

Claims for benefits, appeals, any related documents and any notification or other communication by a person will be lodged with the Competent Institution or Liaison Body.

Article 8  
Processing of Claims

1. A Competent Institution or Liaison Body receiving a claim will, as soon as possible:

- (a) stamp or mark the claim with the date of receipt, and
- (b) complete the following:
  - i. verify the claimant's identity,
  - ii. certify the personal details contained in the claim on the basis of supporting documentation supplied,
  - iii. check for completeness and, if incomplete, arrange for outstanding details to be obtained,
  - iv. when necessary, make certified copies of original documentation supporting the claim;
- (c) without delay send the claim form and the original or certified copies or relevant documents to the Liaison Body of the other Contracting State as stated in Article 3 of the Arrangement,
- (d) in addition to the claim and supporting documentation, transmit information in respect of the claim indicating the periods of insurance.

2. The Competent Institution of the other Contracting State will determine the eligibility of the claimant, and forward the decision directly to the claimant together with information regarding review and appeal rights.

3. The Liaison Body will notify the Liaison Body of the other Contracting State of the decision concerning entitlement to pension. If the claim is rejected, the type of the rejected pension as well as the reason for rejection will be notified. If the pension is granted, the date of the decision and the type of the pension will be notified.

4. The Liaison Body receiving a request as mentioned in Article 21 of the Agreement will as soon as possible transfer the undue amount from the date of grant of the benefit to the requesting Liaison Body and begin regular payments from the next regular pay-day and advise the claimant of the action it has taken. The Liaison Body receiving the arrears will arrange for the money owing to it to be deducted from those arrears and for any balance to be released to the claimant.

#### **Article 9**

#### **Medical Examinations**

1. The Competent Institution, through the Liaison Body of a Contracting State will, to the extent permitted by the legislation which it administers, provide, upon request, to the Competent Institution of the other Contracting State such medical information and documentation as are available concerning the disability of a claimant or beneficiary.

2. If the Competent Institution, through the Liaison Body, of a Contracting State requires that a claimant or beneficiary who resides in the territory of the other Contracting State undergoes a medical examination, the Competent Institution of the latter Contracting State, at the request of the Competent Institution through the Liaison Body of the first Contracting State, will make arrangements for carrying out this examination at the expense of the Competent Institution which requests the medical examination.



## Article 10

### Appeals and Related Documents

A Competent Institution or Liaison Body which receives appeals and related documents under the legislation of the other Contracting State will:

- (a) stamp or mark the document with the date of receipt;
- (b) record the receipt of the documents in its own Liaison Body or Competent Institution; and
- (c) send the documents as soon as possible to the Liaison Body or the other Contracting State.

## Article 11

### Mutual Assistance and Processing Standards

1. The Competent Institutions and the Liaison Bodies will cooperate in achieving timely processing of claims lodged under the Agreement and in all other aspects of the operation of the Agreement.
2. The Competent Institutions and Liaison Bodies of both Contracting States will arrange any measures deemed necessary and appropriate to improve the operation of the Agreement.
3. The Competent Authorities may establish a technical joint committee in order to deal with any administrative issues or matters of interpretation arising from the provisions of this Arrangement or those of the Agreement.



Article 12

Review of the Arrangement

This Arrangement may be amended at any time in writing upon the Competent Authorities reaching consensus.

Article 13

Date of Commencement

This Arrangement will commence on the same day as the Agreement, and will operate for the duration of the Agreement.

SIGNED in duplicate in New Delhi this 12<sup>th</sup> day of June, 2012 in the English, Hindi and Finnish languages, each text being equally authentic. In case of divergence of interpretation, the English text shall prevail.



FOR THE COMPETENT AUTHORITY  
OF INDIA

*Aparna Kumar*



FOR THE COMPETENT  
AUTHORITY OF FINLAND

*Juha Häkkinen*

ANNEX 1

ADDRESSES AND OTHER PARTICULARS OF THE LIAISON BODIES

IN INDIA:

International Workers' Unit (IWU)

Employees' Provident Fund Organization  
Head Office

14, Bhikaji Cama Place

New Delhi -110066

Tel. +91 11 261 726 68 (from 9.15 a.m. to 5.45 p.m., weekdays)

Fax. +91 11 261 055 49

Email: [rc.iwcell@epfindia.gov.in](mailto:rc.iwcell@epfindia.gov.in)

IN FINLAND:

The Finnish Centre for Pensions (ETK)

1. In matters concerning the applicable legislation and posting: Legal  
Department

Eläketurvakeskus

FI-00065 ELÄKETURVAKESKUS

Tel. +358 29 411 2816 (from 8 a.m. to 4 p.m., weekdays)

Fax. +358 29 411 2616

Email: [foreign.affairs@etk.fi](mailto:foreign.affairs@etk.fi)

2. In matters concerning the earnings-related pensions: Department for  
International Pension Matters

Eläketurvakeskus

FI-00065 ELÄKETURVAKESKUS

Tel. +358 29 411 2818 (from 8 a.m. to 4 p.m., weekdays)

Fax. +358 29 411 2610

Email: [pensionmatters@etk.fi](mailto:pensionmatters@etk.fi)