

**Agreement**  
**between**  
**the Czech Republic**  
**and**  
**the Kingdom of the Netherlands**  
**on**  
**the export of social insurance benefits**

The Czech Republic

And

The Kingdom of the Netherlands,

Hereinafter referred to as the Contracting Parties,

Wishing to allow the lawful payment of their social insurance benefits in each other's country,

Being desirous to regulate the co-operation between the two States,

Have agreed as follows:

## **Article 1**

### **Definitions**

1. For the purpose of this Agreement:
  - a. “territory” means in relation to the Kingdom of the Netherlands: the territory of the Kingdom in Europe in accordance with international law;
  - b. “legislation” means the laws, ordinances and administrative regulations relating to the social insurance schemes mentioned under Article 2;
  - c. “competent authority” means
    - in relation to the Czech Republic: the Ministry of Labour and Social Affairs of the Czech Republic,
    - in relation to the Kingdom of the Netherlands: the Minister of Social Affairs and Employment of the Netherlands;
  - d. “competent institution” means
    - in relation to the Czech Republic: the “Česká správa sociálního zabezpečení” (Czech Social Security Administration) or its legal successor;
    - in relation to the Kingdom of the Netherlands
      - regarding the legislation meant in Article 2, paragraph 1, under a, b and c: the “Landelijk instituut sociale verzekeringen” (National Institute for Social Insurance) c/o Gak Nederland bv or its legal successor and
      - regarding the legislation meant in Article 2, paragraph 1, under d, e and f: the “Sociale Verzekeringsbank” (Social Insurance Bank);
  - e. “benefit” means every cash benefit or pension under the legislation referred to under Article 2;
  - f. “beneficiary” means every person who is entitled to a benefit;
  - g. “member of the family” means a person defined, or recognised as such by the legislation applied by the competent institution.
2. Other terms used in this Agreement have the meaning given to them under the legislation which is being applied.

## **Article 2**

### **Material scope**

This Agreement shall apply

1. With respect to the Kingdom of the Netherlands, to the Netherlands’ legislation on:
  - a. sickness insurance (benefits in the case of sickness and maternity);
  - b. disablement insurance for employed persons;
  - c. disablement insurance for self-employed persons;
  - d. old age insurance;
  - e. survivors’ insurance;
  - f. children’s allowances.

2. With respect to the Czech Republic, to the Czech legislation on:
  - a. sickness insurance (benefits in the case of sickness and maternity);
  - b. pension insurance (old age, invalidity and survivors' pensions).

### **Article 3**

#### **Personal scope**

Unless otherwise provided in this Agreement, this Agreement shall apply to beneficiaries as well as to the members of their families insofar as they reside or stay in the territory of the Contracting Parties.

### **Article 4**

#### **Export of benefits**

Unless otherwise provided in this Agreement, any provision of the legislation which restricts payment of benefits solely because the beneficiary or the member of his family resides or stays outside the territory of either Contracting Party, shall not be applicable with respect to beneficiaries or to members of their families who reside or stay in the territory of the Contracting Parties.

### **Article 5**

#### **Verification of applications and payments**

1. Concerning the application for or the legitimacy of payment of benefits, the competent institution of a Contracting Party shall, at the request of the competent institution of the other Contracting Party, conduct an investigation to verify the entitlement to a benefit or the legitimacy of payment of a benefit. The competent institution shall verify the information regarding the applicant and, if applicable, the members of his family. The competent institution shall forward this evidence along with other relevant documents to the competent institution of the other Contracting Party. Data protection provisions under the legislation of the Contracting Parties when collecting, transferring and using personal data shall be fully observed.
2. The information referred to in the first paragraph includes information regarding identity, address, family situation, work, education, income, medical condition, death and detention.
3. The competent institutions of the Contracting Parties shall contact each other, as well as the beneficiaries, the members of their families, or their representatives, directly.
4. Without prejudice to the provision of paragraph 1, the diplomatic or consular representatives and the competent institutions of a Contracting Party are allowed to

contact the authorities of the other Contracting Party directly in order to verify entitlement to benefits and legitimacy of payments to the beneficiaries.

5. The term authorities mentioned in the previous paragraph includes the population registers, tax authorities, marriage registers, employment agencies, schools and other educational institutes, the trade authorities, the police, and the prison service.

6. For the purpose of implementing this Agreement, the authorities of the Contracting Parties shall lend their good offices and act as though implementing their own legislation. The administrative assistance furnished by the said authorities shall, as a rule, be free of charge. However, the competent authorities of the Contracting Parties may agree to certain expenses being reimbursed.

7. Notwithstanding paragraph 1, the competent institutions of a Contracting Party shall, to the extent possible and without prior request, inform the competent institution of the other Contracting Party on changes in the information referred to in paragraph 2.

## **Article 6 Identification**

In order to determine the entitlement to benefits and legitimacy of payments under the Czech or Netherlands' legislation, a person who falls under the scope of this Agreement is obliged to identify himself or herself by submitting an official proof of identity to the competent institution in the Czech Republic or the Kingdom of the Netherlands. The competent institution identifies the claimant on the basis of this identification. Identification includes a passport or any other valid proof of identity issued by the authorities competent in this respect in the person's residence.

The competent institution will inform the competent institution of the other Contracting Party that the identity of the claimant has been verified by sending a copy of the identification document.

## **Article 7 Verification of information in case of sickness and invalidity**

1. In order to determine the degree of disability for work, the competent institutions of both Contracting Parties shall use the medical reports and the administrative data provided by the competent institution of the other Contracting Party, but they nevertheless reserve the right to have the claimant or beneficiary examined by a doctor of their own choice or to summon the person involved to undergo a medical examination in its territory.

2. The person involved is obliged to comply with a request as meant in paragraph 1 by presenting himself for medical examination. If he feels that, for medical reasons, he is unfit to travel to the territory of the Contracting Party where he has been summoned by

the competent institution, he must inform that institution immediately. He will then be obliged to submit a medical statement issued by a doctor designated for this purpose by the competent institution. This statement must include the medical reasons for his unfitness for travelling as well as the expected duration of this unfitness.

3. The costs of the examination and, as the case may be, the expenses for travel and accommodation shall be paid for by the competent institution at whose request the examination is carried out.

## **Article 8**

### **Recovery of undue social insurance payments and collection of social insurance contributions**

1. Any enforceable court decisions or decrees by the competent institutions of a Contracting Party regarding the recovery of undue social insurance payments or the collection of social insurance contributions shall be recognized by the other Contracting Party.

2. Recognition may only be refused if it is contrary to the public order of the Contracting Party where the decision or decree should be enforced.

3. Any enforceable decisions and decrees which are recognized in accordance with paragraphs 1 and 2 shall be implemented by the other Contracting Party. Enforcement is subject to the statutory regulations which apply in the Contracting Party in whose territory the decision or decree is to be carried out, governing the execution of similar decisions or decrees issued in that Contracting Party. Confirmation that a decision or decree is enforceable must be stated on the authentic copy of that decision or decree.

4. The competent institution of a Contracting Party may, by virtue of an enforceable decision regarding undue social insurance payments, request the competent institution of the other Contracting Party that the unduly paid benefit be balanced with the arrears or amounts still due to the beneficiary in the other Contracting Party. Upon such a request, the latter institution shall deduct the amount in accordance with, and within the limits of the legislation implemented by the institution, and shall remit the amount to the institution which is entitled to reimbursement.

## **Article 9**

### **Refusal to pay, suspension, withdrawal**

Based on the information and examination described in this Agreement, the competent institution of a Contracting Party may refuse to pay, suspend or withdraw a benefit, if the applicant or beneficiary fails to undergo any examinations or to provide any information as required, or if the competent institution of the other Contracting Party fails to carry out any investigations or, as the case may be, examinations as required under this Agreement, within a period of three months.

**Article 10**  
**Settlement of disputes**

The competent authorities of both Contracting Parties shall make all reasonable efforts to resolve through mutual agreement any dispute arising from the interpretation or application of this Agreement.

**Article 11**  
**Ratification, entry into force and application of the Agreement**

1. This Agreement is subject to ratification. The instruments of ratification shall be exchanged in The Hague.
2. This Agreement shall enter into force on the first day of the second month after the date of the exchange of the instruments of ratification.
3. Article 4 shall be applied provisionally from the first day of the second month following the date of signature.
4. In relation to the Kingdom of the Netherlands, this Agreement shall only apply to the territory of the Kingdom in Europe.

**Article 12**  
**Duration of the Agreement**

This Agreement shall remain in force indefinitely. It may be denounced in writing at any time by either Contracting Party. In the event of the denunciation, this Agreement shall remain in force until the end of the calendar year following the year in which the notice of denunciation has been delivered to the other Contracting Party.

In witness whereof, the undersigned, being duly authorized thereto, have signed this Agreement.

Done at Prague this 30<sup>th</sup> day of May, 2001 in duplicate, each in the Czech, Netherlands' and English language, all texts being equally authentic. In case of differences of interpretation the English version is the authoritative one.

For the Czech Republic

*Mr. Vladimír Špidla*  
*First Deputy Prime Minister*  
*and Minister of Labour and*  
*Social Affairs*

For the Kingdom of the Netherlands

*Mr. Robert J. van Houtum*  
*Ambassador*  
*plenipontentiary and extraordinary*

