

(e) if a claim referred to in paragraph *d* is filed within two years of the date of coming into force of the Agreement, rights arising from the Agreement shall be acquired from that date, notwithstanding the provisions of the statutes of both contracting Parties concerning the forfeiture of rights ;

(f) if a claim referred to in paragraph *d* is filed after the expiry of the two-year period following the coming into force of the Agreement, rights which are not forfeited shall be acquired from the date of the claim, unless there are more favourable provisions in the applicable statutes.

## ARTICLE 29

### COMING INTO FORCE AND TERM OF THE AGREEMENT

(1) Each contracting Party shall notify the other when the internal procedures required for the coming into force of the Agreement have been completed.

(2) The Agreement shall be entered into for an indefinite term beginning with the date of its coming into force, which shall be set by an exchange of letters between the contracting Parties. It may be denounced by one of the contracting Parties by notifying the other contracting Party. The Agreement ends on 31 December which follows the date of notification by at least 12 months, subject to guaranteeing the rights acquired or under way of being acquired on the date on which the Agreement ends.

Given at Québec on 16 October 2001, in duplicate, in the French and Spanish languages, both texts being equally authentic.

For the Gouvernement  
du Québec

For the Government of  
the Eastern Republic of Uruguay

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M. ANDRÉ BOULERICE,

\_\_\_\_\_

M. JUAN MARIA FEDERICO

*Secretary of State for*

BOSCH INDART,

*Reception and Integration*

*Vice-Minister of Labour*

*of Immigrants*

*and of Social Security*

O.C. 1400-2001, Sch. I.

## ANNEXE II

### ADMINISTRATIVE ARRANGEMENT FOR THE APPLICATION OF THE AGREEMENT ON SOCIAL SECURITY BETWEEN QUÉBEC AND URUGUAY

#### ADMINISTRATIVE ARRANGEMENT

In accordance with paragraph 1 of Article 17 of the Agreement on Social Security entered into on 16 October 2001 between Québec and Uruguay, the competent authorities of the two contracting Parties have agreed on this Administrative Arrangement.

#### PART I

##### GENERAL PROVISIONS

##### ARTICLE 1

##### DEFINITIONS

(1) For the purposes of this Administrative Arrangement, the term "Agreement" shall mean the

Agreement on Social Security between Québec and Uruguay, signed on 16 October 2001.

(2) For the purposes of this Arrangement, the expressions and terms defined in Article 1 of the Agreement shall have the meaning given to them in the said document.

## **ARTICLE 2**

### LIAISON AGENCIES

(1) For the purposes of the Agreement and in accordance with the provisions of paragraph 2 of Article 17, the liaison agencies designated by the contracting Parties shall be the following :

- in Uruguay : Social Insurance Bank ;
- in Québec : the Direction des équivalences et des ententes de sécurité sociale of the Ministère des Relations avec les citoyens et de l'Immigration or any other agency that the competent authority of Québec may subsequently designate.

(2) The liaison agencies may communicate directly with one another, with the interested persons or with the persons authorized by those agencies.

(3) The liaison agencies of the contracting Parties agree on the forms and other documents written in Spanish and French, that are necessary for the application of the Agreement and Administrative Arrangement.

## **ARTICLE 3**

### COMPETENT INSTITUTIONS AND MANAGING AGENCIES

Competent institutions and managing agencies referred to in paragraph 1 of Article 1 of the Agreement are

- in Uruguay : public social insurance, paragonovernmental and private institutions or agencies, responsible for the application of the statutes referred to in Article 2 of the Agreement ;
- in Québec : the department or agency responsible for the application of the statutes referred to in Article 2 of the Agreement.

## **PART II**

### APPLICATION OF TITLE II OF THE AGREEMENT

#### APPLICABLE STATUTES

## **ARTICLE 4**

### TEMPORARY SECONDMENTS

(1) In the cases referred to in Articles 7 to 10 of the Agreement, the liaison agencies shall issue, at the employer's request, a form or certificate certifying that the worker continues to be submitted, during his temporary secondment, to the statutes of the contracting Party from where he was seconded.

(2) The liaison agency that issues the form or certificate shall give it to the employer and shall forward two copies to the liaison agency of the other contracting Party.

## **ARTICLE 5**

### EXTENSION OF TEMPORARY SECONDMENTS

Applications for extensions of temporary secondments shall be filed with the liaison agency of the contracting Party from where the worker was seconded, and the extensions shall take effect as soon as

the liaison agency of the other contracting Party agrees in writing. It is expedient, in the interest of the seconded worker, that the application for extension be filed within a reasonable period preceding the deadline of the initial period of secondment.

## **PART III**

### **APPLICATION OF TITLE III OF THE AGREEMENT CLAIM FOR BENEFITS**

#### **DEMANDE DE PRESTATIONS**

## **ARTICLE 6**

### **FILING OF CLAIMS**

(1) For the application of Title III of the Agreement, claims for benefits under the said Agreement may be filed : in Québec, with the liaison agency or the competent institution whose statutes apply and in Uruguay, with the corresponding managing agency.

Where a claim for benefits referred to in paragraph 1 is filed with a liaison agency of Québec, that agency shall forward the said application to the competent institution whose statutes apply, along with the required supporting documents.

(2) When the claim for benefits referred to in paragraph 2 of Article 18 of the Agreement is received by the competent institution of one of the contracting Parties, that institution shall send that claim to the liaison agency of the same contracting Party. The liaison agency shall send that claim to the liaison agency of the other contracting Party, along with the required supporting documents.

(3) When the claim for benefits referred to in paragraph 2 of Article 18 of the Agreement is received by the competent institution of one of the contracting Parties, that institution shall send that claim to the liaison agency of the same contracting Party. The liaison agency shall send that claim to the liaison agency of the other contracting Party, along with the required supporting documents.

(4) Any information concerning civil status entered on a claim form shall be certified by the liaison agency transmitting the claim, which shall then be exempt from forwarding the supporting documents.

(5) Any original document or copy thereof shall be kept by the competent institution or managing agency with which it was initially filed and a copy shall, upon request, be made available to the equivalent institution of the other contracting Party.

## **ARTICLE 7**

### **NOTIFICATION OF DECISIONS ON BENEFITS**

(1) The liaison agencies and competent institution of Québec shall notify one another on the decisions respecting the steps to obtain benefits under the Agreement, by specifying the following :

- in case of refusal, the nature of the benefit refused and the reason for the said refusal ;
- in case of allocating the benefit, the nature of the said benefit, its amount, the date from which it is owing and the date from which it will begin to be paid.

(2) Decisions made by the competent institutions or managing agencies in accordance with the statutes that apply shall be notified to the claimants and inform them about the recourses and time limits for such recourse prescribed by such statutes.

## **PART IV**

### **MISCELLANEOUS**

## **ARTICLE 8**

## EXCHANGE OF DATA AND COMMUNICATIONS

Liaison agencies shall exchange annually general statistics and information related to the amendments made to the statutes referred to in Article 2 of the Agreement.

All communications that the managing agencies, savings fund administration company for social security (AFAP) and insurance companies must exchange with the liaison agency or competent institution of Québec, shall be made through the liaison agency of Uruguay.

## ARTICLE 9

### REIMBURSEMENT BETWEEN INSTITUTIONS

For the application of Article 25 of the Agreement, at the end of each calendar year, when the competent institution of a contracting Party has produced experts' reports, on behalf or at the expense of the other contracting Party, the liaison agency of the first contracting Party shall send to the liaison agency of the other contracting Party a statement listing the fees pertaining to the experts' reports produced during the year under consideration, indicating the amount owed. That statement shall be accompanied by supporting documents.

The reimbursement shall be made within 60 days following the date of receipt of the application for reimbursement.

## ARTICLE 10

### COMING INTO FORCE

This Administrative Arrangement shall come into force at the same time as the Agreement and has no effect on the date on which the said Agreement ceases to be in effect, subject to the provisions of paragraph 2 of Article 29 of the Agreement.

Given at Québec on 16 October 2001, in duplicate, in the French and Spanish languages, both texts being equally authentic.

For the Gouvernement

For the Government of

du Québec

the Eastern Republic of Uruguay

\_\_\_\_\_  
M. ANDRÉ BOULERICE,

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O.C. 1400-2001, Sch II.

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## REFERENCES

O.C. 1400-2001, 2001 G.O. 2, 6150

S.Q. 2010, c. 31, s. 91