

(d) a benefit granted before the date of the coming into force of the Agreement shall be reviewed upon application by the person in question;

(e) if the application referred to in subparagraphs *c* and *d* of this paragraph is submitted within two years from the date of the coming into force of the Agreement, the entitlements conferred under the Agreement shall be acquired from that date, notwithstanding the provisions of the legislation of either Party relative to prescription of rights;

(f) if the application referred to in subparagraphs *c* and *d* of this paragraph is submitted after the expiry of the two-year time limit following the coming into force of the Agreement, the entitlements not subject to the time limit shall be acquired from the date of the application, subject to more favourable provisions of the applicable legislation;

(g) where a benefit is payable following the application of article 12 and where the application for that benefit is submitted within two years following the date of the coming into force of the Agreement, the entitlements resulting from the Agreement shall be acquired from that date, or from the date of retirement, death or medical disability conferring entitlement to the benefit if that benefit is subsequent thereto, notwithstanding the provisions of the legislation of either Party relative to prescription of rights.

3. For the purposes of article 8, a person who is on assignment at the date of the coming into force of the Agreement shall be deemed to have been on assignment only from that date.

ARTICLE 28

COMING INTO FORCE AND DURATION

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 Parties enter into the Agreement for an indefinite duration from 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 either of the Parties by notifying the other Party. The Agreement expires on 31 December of the year following the year in which such notification is given.

3. If the Agreement expires as the result of a denunciation, any entitlement acquired by a person under its provisions shall be maintained, and negotiations shall be undertaken to decide upon any entitlements in the process of being acquired under the Agreement.

Done at Québec on 29 August 1990, in duplicate, in the French and Greek languages, both texts being equally authentic.

For the Gouvernement du Québec

For the Government of the Republic of Cyprus

O.C. 1092-91, Sch. I.

SCHEDULE II

(s. 2)

ADMINISTRATIVE ARRANGEMENT TO THE AGREEMENT ON SOCIAL SECURITY BETWEEN QUÉBEC AND THE REPUBLIC OF CYPRUS

The Gouvernement du Québec

and

The Government of the Republic of Cyprus,

Considering article 16 of the Agreement on Social Security Between the Gouvernement du Québec and

the Government of the Republic of Cyprus,

Desiring to implement that Agreement,

Have agreed as follows:

ARTICLE 1

INTERPRETATION

In this Administrative Arrangement:

(a) the term «Agreement» means the Agreement on Social Security Between the Gouvernement du Québec and the Government of the Republic of Cyprus, signed on 29 August 1990;

(b) the other terms used have the meaning assigned to them in article 1 of the Agreement.

ARTICLE 2

LIAISON AGENCIES

In accordance with the provisions of paragraph 2 of article 16 of the Agreement, the liaison agencies designated by the Parties are:

(a) for Québec, the Direction de l'administration des ententes de sécurité sociale of the Ministère des Communautés culturelles et de l'Immigration or any other agency that the competent authority of Québec may subsequently designate; other agency that the competent authority of Québec may subsequently designate;

(b) for Cyprus, the Department of Social Insurance of the Ministry of Labour and Social Insurance.

ARTICLE 3

CERTIFICATE OF COVERAGE

1. For the purposes of articles 7 to 11 of the Agreement, where a person remains subject to the legislation of one Party while working in the territory of the other Party, a certificate of coverage shall be issued by the liaison agency of the Party whose legislation is applicable.

2. The liaison agency issuing the certificate of coverage shall send a copy of that certificate to the other liaison agency, to the person in question and, where applicable, to his employer.

ARTICLE 4

APPLICATION FOR BENEFITS

1. An application for benefits under the Agreement may be submitted to the liaison agency of either Party, or to the competent institution of the Party whose legislation is applicable.

2. Where the application for benefits referred to in paragraph 1 is submitted to a liaison agency, that agency shall forward the application to the competent institution of the Party whose legislation is applicable, accompanied by the requisite vouchers.

3. Where the competent institution of one Party receives an application for benefits referred to in paragraph 2 of article 22 of the Agreement, it shall forward that application to the liaison agency of the same Party. The liaison agency shall forward that application to the competent institution of the other Party, accompanied by the requisite vouchers.

4. Any application for benefits shall be deemed to have been received by the institution of a Party on the date on which it was initially received in accordance with the Agreement.

5. Any information relative to civil status listed on an application form shall be certified by the liaison agency forwarding the application, which dispenses it from forwarding the vouchers.
6. Any original document or copy thereof shall be conserved by the liaison agency to which it was initially submitted and, upon request, a copy shall be made available to the competent institution of the other Party.
7. A liaison form shall accompany the application and the vouchers referred to in this article.
8. Where the competent institution or liaison agency of one Party so requires, the liaison agency of the other Party shall indicate the insurance periods on the liaison form.
9. As soon as a competent institution has made a decision under the legislation that it applies, it shall so notify the applicant and inform him of the procedures and time limits for recourse under that legislation; it shall also inform the liaison agency of the other Party by using the liaison form.

ARTICLE 5

REIMBURSEMENT BETWEEN INSTITUTIONS

For the purposes of article 25 of the Agreement, at the end of each calendar year, where the competent institution of a Party has caused expert medical appraisements to be prepared at the expense of the competent institution of the other Party, the liaison agency of the first Party shall forward to the liaison agency of the other Party a statement of the fees pertaining to the expert appraisements prepared during the year in question, indicating the amount owed. That statement shall be accompanied by vouchers.

ARTICLE 6

FORMS

Any forms or other documents necessary to implement the procedures provided for in the Administrative Arrangement shall be determined by common agreement by the competent institutions and the agencies responsible for the application of the Agreement for each of the Parties.

ARTICLE 7

STATISTICAL DATA

The liaison agencies of the two Parties shall exchange, in the form agreed upon, statistical data concerning the payments made to beneficiaries during each calendar year under the Agreement. Such data shall include the number of beneficiaries and the total amount of the benefits, listed by benefit category.

ARTICLE 8

COMING INTO FORCE AND DENUNCIATION

The Administrative Arrangement comes into force on the same date as the Agreement. Denunciation of the Agreement entails denunciation of the Administrative Arrangement.

Done at Québec on 29 August 1990, in duplicate, in the French and Greek languages, both texts being equally authentic.

For the Gouvernement du Québec

For the Government of the Republic of Cyprus

O.C. 1092-91, Sch. II.

REFERENCES

1990 G.O. 2, 2884

O.C. 1092-91, 1991 G.O. 2, 3265

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