

(g) if a request referred to in subparagraphs *d* and *e* is filed after the limit of two years following the coming into force of the Agreement, rights which are not forfeited shall be acquired from the date of the request, unless there are more favourable provisions in the applicable statutes.

(3) For the purposes of Article 8, a person already detached at the date of coming into force of the Agreement shall be deemed to have become detached on that date.

ARTICLE 33

COMING INTO FORCE AND TERM OF THE AGREEMENT

(1) The Parties shall notify one another in writing when their respective internal procedures required for the coming into force of the Agreement have been completed. This Agreement comes into force, after the Administrative Arrangement referred to in Article 22 has been entered into, on the first day of the third month following the date of the last notification.

(2) The Agreement is entered into for an indefinite term. It may be denounced by either Party giving notice to the other Party. The Agreement expires on the 31st day of December which follows the date of notification by at least 12 months.

(3) If the Agreement is terminated, all rights acquired by a person under the provisions of the Agreement shall be maintained, and negotiations shall be undertaken to settle any rights in the process of being acquired under these provisions.

Done at Québec on 4 December 2001, in two copies, in the French language.

For the Gouvernement
du Québec

For the Government of
the Kingdom of the Netherlands

DIANE LEMIEUX,

ADRIANUS CORNELIS BROUWER,

*Minister of State for Culture
and Communications*

Consul General

O.C. 976-2003, Sch. I.

SCHEDULE II

ADMINISTRATIVE ARRANGEMENT FOR THE IMPLEMENTATION OF THE AGREEMENT ON SOCIAL SECURITY BETWEEN QUÉBEC AND THE KINGDOM OF THE NETHERLANDS

CONSIDERING Article 22 of the Agreement on Social Security between the Gouvernement du Québec and the Government of the Kingdom of the Netherlands, signed on 4 December 2001 ;

CONSIDERING the desire of both Governments to implement the Agreement ;

THE COMPETENT AUTHORITIES OF EACH OF THE PARTIES HAVE AGREED AS FOLLOWS :

ARTICLE 1

DEFINITIONS

In this Administrative Arrangement,

(a) the term "Agreement" shall mean the Agreement on Social Security between the Gouvernement du Québec and the Government of the Kingdom of the Netherlands, signed on 4 December 2001 ; and

(b) all other terms shall have the meaning given to them in the Agreement.

ARTICLE 2

LIAISON AGENCIES

(1) In accordance with the provisions of paragraph 2 of Article 22 of the Agreement, the liaison agencies designated by each of the Parties shall be,

(a) as regards Québec, the Direction des ententes de sécurité sociale of the Ministère des Relations avec les citoyens et de l'Immigration or any other body that the competent authority of Québec may subsequently designate ;

(b) as regards the Netherlands,

(i) with respect to old age and survivors' insurance, the Sociale Verzekeringsbank (Social Insurance Bank), Amstelveen ; and

(ii) with respect to disability insurance, the Landelijk Instituut Sociale Verzekeringen (Lisv) (National Institute for Social Insurance) c/o the GAK Nederland BV, Amsterdam.

(2) The responsibilities of the liaison agencies are stipulated in this Arrangement. For the purposes of the Agreement, liaison agencies may communicate directly with one another, with the persons concerned or with their representatives. The liaison agencies of the Parties shall assist each other in the implementation of the Agreement. More specifically, the Québec liaison agency shall, for the Netherlands, validate the periods of residence in Québec for the purposes of the General Old Age Pensions Act and the Surviving Dependants Act.

ARTICLE 3

COMPETENT INSTITUTION IN THE NETHERLANDS

Notwithstanding the provisions of subparagraph *b* of Article 2, as regards the Netherlands, the competent institution for the purposes of Articles 16 and 17 of the Agreement shall be the Landelijk Instituut Sociale Verzekeringen (Lisv) (National Institute for Social Insurance) c/o the GAK Nederland BV, Amsterdam.

ARTICLE 4

CERTIFICATE OF COVERAGE

(1) For the purposes of Articles 7 to 11 of the Agreement, where a person remains subject to the statutes of one Party while working in the territory of the other Party, a certificate of coverage is issued

(a) by the Québec liaison agency, when the person remains subject to the statutes of Québec ; and

(b) by the Sociale Verzekeringsbank (Social Insurance Bank), Amstelveen, when the person remains subject to the statutes of the Netherlands.

(2) The liaison agency or institution, as the case may be, issuing the certificate of coverage shall send a copy of that certificate to the other liaison agency or institution referred to in paragraph 1, to the person in question and, where applicable, to the person's employer.

ARTICLE 5

RETIREMENT, DISABILITY AND SURVIVORS' BENEFITS

(1) For the purposes of Title III of the Agreement, a claim for a benefit under the Agreement may be filed with the liaison agency of either Party, or with the competent authority of the Party whose statutes apply.

(2) When the claim for a benefit referred to in paragraph 1 is filed with a liaison agency, that agency

shall send the claim along with the required supporting documents to the competent institution of the Party whose statutes are applicable.

(3) When the claim for a benefit referred to in paragraph 2 of Article 23 of the Agreement is received by the competent institution of one Party, that institution shall forward the claim to the liaison agency of the same Party. The liaison agency shall send the claim along with the required supporting documents to the competent institution of the other Party.

(4) Any information on civil status appearing on a claim form shall be certified by the liaison agency forwarding the claim, which shall exempt the agency from having to forward the supporting documents.

(5) A liaison form shall accompany the claim and the supporting documents referred to in this Article.

(6) If so requested by the competent institution or by the liaison agency of one Party, the liaison agency or the competent institution of the other Party shall indicate, on the liaison form, the periods of insurance recognized under the statutes it administers.

(7) As soon as a decision regarding a claim has been made pursuant to the statutes it administers, the competent institution shall notify the claimant and inform the claimant about recourses and time limits for such recourse prescribed by such statutes ; the competent institution shall also inform the liaison agency or competent institution of the other Party, as the case may be, of the decision using the liaison form.

(8) To check the legitimacy of the payments that have been made to its beneficiaries, the competent institution of either Party may make an information request to the competent institution or liaison agency of the Party in whose territory those beneficiaries are staying or reside.

(9) For the purposes of paragraph 8, the competent institution or liaison agency in the territory in which the beneficiaries are staying or reside is not required to forward information already in its possession, subject to Article 28 of the Agreement.

ARTICLE 6

MEDICAL EXAMINATION

(1) The medical examinations provided for in the statutes of the Netherlands for claimants or successors residing in Québec shall be performed, at the request of the competent institution, by the Régie des rentes du Québec.

(2) The medical examinations provided for in the statutes of Québec for claimants and rightful claimants who reside in the Netherlands shall be performed, at the request of the competent institution, by the GAK Nederland BV.

(3) The institutions of each Party can use the medical reports provided by the other Party for an assessment of the degree of inability to work.

(4) Except in the cases referred to in paragraph 2 of Article 16 of the Agreement, the competent institution of the Netherlands shall maintain the authority to have its beneficiaries examined by a physician of the competent institution's choice in Québec or in the Netherlands.

(5) If the medical examination is performed in the Netherlands, all medical expenses, transportation and hospital costs shall be assumed by the competent institution of the Netherlands.

ARTICLE 7

REIMBURSEMENT BETWEEN INSTITUTIONS

For the purposes of Article 26 of the Agreement, at the end of each calendar year, when the competent institution of one Party has had medical examination reports produced on behalf or at the expense of the other Party, the liaison agency of the first Party shall send to the liaison agency of the other Party a statement of the fees pertaining to the medical examination reports produced during the year under

consideration, indicating the amount owed. That statement shall be accompanied by all supporting documents.

ARTICLE 8

FORMS

Any form or document necessary to implement the procedures provided in the Administrative Arrangement shall be determined by common agreement by the liaison agencies or the competent institution responsible for the implementation of the Agreement for each of the Parties.

ARTICLE 9

STATISTICS

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

ARTICLE 10

COMING INTO FORCE AND DENUNCIATION

This Administrative Arrangement shall come into force on the same date as the Agreement. Denunciation of the Agreement implies denunciation of the Administrative Arrangement.

Done at Québec on 4 December 2001, in two copies, in the French language.

For the Competent Authority	For the Competent Authorities
of Québec	of the Netherlands

DIANE LEMIEUX,

*Minister of State for Culture
and Communications*

O.C. 976-2003, Sch. II.

ADRIANUS CORNELIS BROUWER,

Consul General

REFERENCES

O.C. 976-2003, 2003 G.O. 2, 2984

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