**ADMINISTRATIVE ARRANGEMENT FOR THE IMPLEMENTATION**

**OF THE AGREEMENT ON SOCIAL SECURITY**

**BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KOREA**

**AND THE GOVERNMENT OF THE REPUBLIC OF FINLAND**

In accordance with Article 14 of the Agreement on Social Security between the Government of the Republic of Korea (hereinafter referred to as “Korea” or “the Contracting Party”) and the Government of the Republic of Finland (hereinafter referred to as “Finland” or “the Contracting Party”), signed on 9 September 2015, the Competent Authorities hereby make the Administrative Arrangement as set out in the following provisions in order to implement that Agreement.

**Article 1**

**Definitions**

1. In implementing this Administrative Arrangement:

(a) "Agreement" means the Agreement on Social Security between Korea and Finland signed on 9 September 2015;

(b) “Arrangement” means this Administrative Arrangement.

2. The terms used in this Arrangement will have the same meaning as in the Agreement.

**Article 2**

**Competent Institutions**

The Competent Institutions under paragraph 1 (d) of Article 1 of the Agreement refer to the following institutions:

(a) in relation to Korea, the National Pension Service;

(b) in relation to Finland,

(i) the pension provider which grants and pays the earnings-related pension,

(ii) the Finnish Centre for Pensions (ETK) in regard to issuing the certificates of coverage.

**Article 3**

**Liaison Agencies**

1. For the purpose of implementation of the Agreement and this Arrangement, the liaison agencies under Article 14 of the Agreement are:

(a) for Korea: the National Pension Service;

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

2. The liaison agencies 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 annual basis regarding:

(i) the payments which have been 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.

**Article 4**

**Communication between the Competent Institutions and Liaison Agencies**

1. The Competent Institutions and the liaison agencies may communicate directly with each other and with the persons concerned.

2. The Competent Institutions and the liaison agencies will communicate with each other in the English language.

**Article 5**

**Certificates of Coverage**

1. When the legislation of one Contracting Party is applicable in accordance with any of the provisions of Part II of the Agreement, an employee or a self-employed person concerned will be issued, upon a request of the employer and the employee or the self-employed person, a certificate of coverage affirming that the employee or the self-employed person continues to be subject to the legislation of the Contracting Party and stating the period for which the certificate is valid. In case of detachment of an employee, the certificate will be given in two copies, one for the employee and the other for the employer.

2. Certificates will be issued by:

(a) the National Pension Service, when Korean legislation is applicable;

(b) the Finnish Centre for Pensions (ETK), when Finnish legislation is applicable.

3. A copy of the certificate issued will be sent to the liaison agency of the other Contracting Party.

**Article 6**

**Exchange of Information**

1. The liaison agency of each Contracting Party will supply to the liaison agency of the other Contracting Party, a list of events affecting relevant beneficiaries, including death, change of address and change of marital status. The detailed procedures will be determined between the liaison agencies.

2. The liaison agencies may agree upon an electronic exchange of data as soon as possible, in case the necessary legal and technical requirements in both Contracting Parties are being met.

3. Any data pertaining to an individual and transmitted by the liaison agency of one Contracting Party to the liaison agency of the other Contracting Party will be subject to the provision of Article 16 of the Agreement.

**Article 7**

**Lodgement**

Claims for benefits, appeals, any related documents and any declaration or other communication by a person will be lodged with the Competent Institution or liaison agency.

**Article 8**

**Processing of Claims**

1. A Competent Institution or liaison agency receiving a claim will

(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;

(iii) check for completeness and, if incomplete, arrange for missing details to be obtained;

(iv) when necessary, make certified copies of the original documentation supporting the claim; and

(c) without delay send the claim form and the original or certified copies of relevant documents to the liaison agency of the other Contracting Party; and

(d) in addition to the claim and supporting documentation, transmit information in respect of the claim indicating the periods of coverage.

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

3. The liaison agency will notify the liaison agency of the other Contracting Party 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 and the amount of the pension will be notified.

**Article 9**

**Medical Examinations**

1. The Competent Institution of a Contracting Party will provide, through the liaison agency and without cost, to the Competent Institution of the other Contracting Party medical information and documentation available concerning the disability of a pension claimant or beneficiary.

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

3. The Competent Institution or the liaison agency of a Contracting Party will reimburse amounts owed under paragraph 2 of this Article upon presentation of a statement of expenses by the liaison agency of the other Contracting Party.

**Article 10**

**Appeals and Related Documents**

A Competent Institution or liaison agency which receives appeals and related documents under the legislation of the other Contracting Party will

(a) stamp or mark the document with the date of receipt;

(b) record the receipt of the documents; and

(c) send the documents as soon as possible to the liaison agency of the other Contracting Party.

**Article 11**

**Mutual Assistance**

1. The Competent Institutions and the liaison agencies will cooperate so as to achieve timely processing of claims lodged under the Agreement and in all other aspects of the implementation of the Agreement.

2. The Competent Institutions and liaison agencies of both Contracting Parties will arrange any measures deemed necessary and appropriate to improve the implementation of the Agreement.

3. Representatives of the liaison agencies will meet, when necessary, in order to discuss subjects related to the implementation of the Agreement and this Arrangement.

**Article 12**

**Review of the Arrangement**

Amendments to this Arrangement can be made upon the agreement of Competent Authorities of the Contracting Parties.

**Article 13**

**Validity of the Arrangement**

This Administrative Arrangement will enter into force on the date of entry into force of the Agreement and will have the same period of validity.

**Article 14**

**Additional Provision**

This Administrative Arrangement is intended to facilitate the administrative procedures and cooperation and will be carried out only within the framework of the Agreement and the respective legislations of the two Contracting Parties.

DONE in duplicate at (place)(date) in the Korean, Finnish and English languages, each text being equally authentic. In case of divergence of interpretation, the English text shall prevail.

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| **FOR THE COMPETENT AUTHORITY OF KOREA** | **FOR THE COMPETENT AUTHORITY OF FINLAND** |