

**ADMINISTRATIVE ARRANGEMENT FOR THE
IMPLEMENTATION OF THE AGREEMENT ON SOCIAL
SECURITY BETWEEN THE REPUBLIC OF KOREA AND
THE REPUBLIC OF SLOVENIA**

The Competent Authority of the Republic of Korea and the Competent Authorities of the Republic of Slovenia,

In conformity with paragraph 1 of Article 14 of the Agreement on Social Security between the Republic of Korea (hereinafter referred to as "Korea") and the Republic of Slovenia (hereinafter referred to as "Slovenia"), signed at Seoul, on 20 February 2018, (hereinafter referred to as the "Agreement"),

Have reached the following arrangement:

**PART I
General Provisions**

**Article 1
Definitions**

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

**Article 2
Liaison Agencies**

1. The Liaison Agencies referred to in paragraph 2 of Article 14 of the Agreement will be:
 - (a) for Korea, the National Pension Service;

- (b) for Slovenia,
 - (i) for the laws and regulations from Article 2, paragraph 1, subparagraph b(i) of the Agreement, the Pension and Invalidity Insurance Institute of Slovenia;
 - (ii) for the laws and regulations from Article 2, paragraph 1, subparagraph b(ii) of the Agreement, the Health Insurance Institute of Slovenia.
2. The Liaison Agencies will jointly decide on the procedures and bilingual forms necessary for the implementation of the Agreement and this Administrative Arrangement.

PART II

Provisions on Coverage

Article 3

Certificate of Coverage

1. Where the legislation of one Contracting Party is applicable in accordance with any of the provisions of Part II of the Agreement, the Agency of that Contracting Party will issue, upon request of an employer or a self-employed person, a certificate stating that the employee or self-employed person is subject to the legislation of that Contracting Party and indicating the duration for which the certificate will be valid. This certificate will be the proof that the employee or self-employed person is exempt from the legislation on compulsory coverage of the other Contracting Party.
2. The Agency of one Contracting Party which issues the certificate referred to in paragraph 1 of this Article will furnish one copy of this certificate to the employee or self-employed person in question as well as the employer of the employee and the Liaison Agency of the other Contracting Party.
3. The certificate referred to in the first paragraph of this Article will be issued:
 - (a) in Korea, by the National Pension Service;
 - (b) in Slovenia, by the Health Insurance Institute of Slovenia.

4. The exception referred to in the Article 9 of the Agreement will be agreed upon
 - (a) for Korea, by the Ministry of Health and Welfare or the National Pension Service;
 - (b) for Slovenia, by the Ministry of Labour, Family, Social Affairs and Equal Opportunities.

PART III

Provisions on Benefits

Article 4

Processing a Claim

1. If the Agency of one Contracting Party receives a claim for a benefit under the legislation of the other Contracting Party, it will send the claim to the Agency of the other Contracting Party, indicating the date on which the claim has been received.
2. Along with the claim, the Agency of the first Contracting Party will also transmit any documentation available to it that is necessary for the Agency of the other Contracting Party to establish the claimant's eligibility for the benefit.
3. The personal data regarding a claimant and his/her family members contained in the claim will be verified by the Agency of the first Contracting Party, which will confirm that the information is corroborated by documentary evidence. In addition to the personal data referred to in sub-paragraph 1(g) of Article 1 of the Agreement, the following identifiers or information with regard to a determined or determinable individual may be processed for the needs of implementing the Agreement:
 - (a) personal name;
 - (b) location data;
 - (c) web identifier.
4. The Agency, which requests or provides personal data in accordance with this Agreement will, upon the request of the individual to whom the personal data refer, disclose to that person the following, according to the procedure provided in the national laws and regulations:
 - (a) the content of processed personal data;

- (b) the recipient of personal data;
 - (c) the duration of use of personal data, and
 - (d) the purpose and legal bases for the use of personal data, or data which were requested.
5. The Competent Authority or the Agency of the Contracting Party that receives personal data on the basis of the Agreement in accordance with the legislation, will rectify, restrict access or erase any inaccurate or outdated personal data received and all data that are not needed to fulfil the request of the Competent Authority or the Agency of the recipient of personal data, and will immediately notify the Competent Authority or the Agency of the other Contracting Party about the matter. This does not limit the rights of the person to request such rectification, restriction of access or erasure of personal data directly from the Competent Authority or from the Agency of the personal data recipient under its national laws and regulations.
6. In addition to the claim and documentation referred to in paragraphs 1 and 2, the Agency of the first Contracting Party will send to the Agency of the other Contracting Party a form which will indicate the creditable periods of coverage under the legislation of the first Contracting Party.
7. The Agency of the other Contracting Party will subsequently determine the claimant's eligibility and, notify the claimant and the Agency of the first Contracting Party of its decision.

Article 5

Payment of Benefits

1. The Agency will pay benefits directly to the entitled beneficiaries.
2. When the Agency of one Contracting Party pays benefits in a foreign currency, the conversion rate will be the rate of exchange in effect on the day when the payment is made.

PART IV
Miscellaneous Provisions

Article 6
Administrative Assistance

1. Where administrative assistance is requested under paragraph 1 of Article 15 of the Agreement, regular personnel and operating costs of the Agency providing the assistance will not be reimbursed. Reimbursement may be sought for other costs, except as may be agreed to by the Competent Authorities or Agency of both Contracting Parties.
2. The Agency of one Contracting Party will provide, upon request, without cost, to the Agency of the other Contracting Party any medical information and documentation in its possession relevant to the disability of a claimant or beneficiary.
3. If the Agency of one Contracting Party requires that a claimant or a beneficiary who resides or stays in the territory of the other Contracting Party undergo a medical examination, the Agency of the other Contracting Party, at the request of the Agency of the first Contracting Party, will make arrangements for carrying out this examination in accordance with its rules and at the expense of the Agency which requests the examination.
4. On receipt of a detailed statement of the costs incurred, the Agency of the first Contracting Party will, without delay, reimburse the Agency of the other Contracting Party for the amounts due as a result of applying paragraph 3 of this Article.
5. The Agency of each Contracting Party will upon request inform the Agency of the other Contracting Party of any change of circumstances affecting relevant beneficiaries, including death, change of address and change of marital status. The detailed procedures will be determined between the Liaison Agencies.

Article 7
Exchange of Statistics

The Liaison Agencies will exchange statistics on an annual basis regarding the number of certificates which each Agency has issued under Article 3 of this Administrative Arrangement and the payments which each has made under the Agreement. These statistics will include data on the number of beneficiaries and the total amount of benefits paid, by type of benefit. These statistics will be furnished in a form to be agreed upon by the Liaison Agencies.

Article 8
Entry into Force

This Administrative Arrangement will take effect on the date of entry into force of the Agreement and will have the same period of duration.

Article 9
Additional Provisions

1. This Administrative Arrangement will be carried out only within the framework of the Agreement and the respective legislations of the two countries.
2. The Competent Authorities will notify each other, in writing, of changes in the names of the Liaison Agencies without the need to modify the Administrative Arrangement.

Signed in duplicate at Seoul, on 18 April, in the Korean, Slovenian and English languages, each text being equally authentic.

In case of any divergence of interpretation, the English text will prevail.

**For the Competent Authority of the
Republic of Korea**

**For the Competent Authorities of the
Republic of Slovenia**