

**ADMINISTRATIVE ARRANGEMENT**

**FOR THE IMPLEMENTATION OF**

**THE AGREEMENT BETWEEN**

**THE REPUBLIC OF SERBIA**

**AND**

**AUSTRALIA**

**ON SOCIAL SECURITY**

In accordance with Article 19 of the *Agreement between the Republic of Serbia and Australia on Social Security* signed on \_\_\_\_\_, the Competent Authorities of the Contracting Parties hereby make this Administrative Arrangement as set out in the following sections, in order to implement the Agreement

## **Section 1**

### **Terminology**

(1) In applying this Administrative Arrangement:

**“Agreement”** means the Agreement between the Republic of Serbia and Australia on Social Security;

**“Arrangement”** means this Administrative Arrangement.

(2) Any other term defined in the Agreement, when used in this Arrangement, has the same meaning as in the Agreement.

## **Section 2**

### **Competent Institutions**

For the purpose of applying the Agreement and this Arrangement, the Competent Institutions are:

1. in relation to Australia:

1.1. for the implementation of the legislation in subparagraph 1.1, paragraph 1 of Article 2 and Part III of the Agreement: Services Australia; and

1.2. for the implementation of the legislation in subparagraph 1.2, paragraph 1 of Article 2 and Part II of the Agreement: the Australian Taxation Office; and

2. in relation to the Republic of Serbia:

2.1. for the implementation of the legislation in subparagraph 2, paragraph 1 of Article 2 and Part IV of the Agreement: the Republic Fund for Pension and Disability Insurance; and

2.2. for the implementation of Article 10 of the Agreement: the Republic Fund of Health Insurance and the Military Social Insurance Fund.

## **Section 3**

### **Liaison Agencies**

For the purpose of applying the Agreement and this Arrangement, the Liaison Agencies are:

1. in relation to Australia:

1.1. for the implementation of the legislation in subparagraph 1.1, paragraph 1 of Article 2 and Part III of the Agreement: Services Australia; and

1.2. for the implementation of the legislation in subparagraph 1.2, paragraph 1 of Article 2 and Part II of the Agreement: the Australian Taxation Office; and

2. in relation to the Republic of Serbia: Institute for Social Insurance.

## **Section 4**

### **Forms and Documents**

- (1) The Competent Institutions and Liaison Agencies of the Contracting Parties shall agree the relevant bilingual forms for the implementation of the Agreement and this Arrangement.
- (2) The Competent Institutions or Liaison Agencies of the Contracting Parties will mutually determine the procedures necessary to implement the Agreement and this Arrangement.
- (3) Any subsequent changes to forms, other documents or procedures necessary to implement the Agreement and this Arrangement will be decided after consultation between the Competent Institutions or Liaison Agencies of the Contracting Parties.

## **Section 5**

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

- (1) The Competent Institution or Liaison Agencies of each Contracting Party will be able to communicate directly with each other and with interested persons.
- (2) The Competent Institution or Liaison Agency of each Contracting Party will, on request, provide information to the Competent Institution or Liaison Agency of the other Contracting Party concerning periods of residence, periods of insurance, benefits paid, or any other available information in accordance with Article 18 of the Agreement.
- (3) Wherever possible, any information or documentation required to be transmitted for the purposes of implementing this Arrangement will be sent between Competent Institutions or Liaison Agencies by secure electronic means in a mutually agreed format.

## **Section 6**

### **Certificates of Coverage**

- (1) Certificates are issued by:
  1. in relation to Australia, the Commissioner of Taxation or an authorised representative of the Commissioner;
  2. in relation to the Republic of Serbia, an organizational unit of the Republic Fund of Health Insurance and the Military Social Insurance Fund.
- (2) The issuer of the certificate specified in paragraph 1 of this Section may cancel or modify a certificate and will advise the Liaison Agency of the other Contracting Party.
- (3) A copy of this certificate and a report on the number of certificates issued will be sent to the Liaison Agency of the other Contracting Party on a yearly basis. The report will be provided in a form to be mutually determined by the Liaison Agencies.

## **Section 7**

### **Lodgement and Processing of Claims**

- (1) Claims for benefits, appeals, any related documents and any notification or other communication by a person may be lodged with the Competent Institution or Liaison Agency of either Contracting Party.

- (2) Where a claim for a benefit under the legislation of one Contracting Party is received by the Competent Institution or the Liaison Agency of the other Contracting Party in accordance with paragraph 1 of this Section, the Competent Institution or the Liaison Agency receiving the claim will, without delay:
1. register the receipt of the claim;
  2. confirm the claimant's identity in accordance with the administrative practices of that Contracting Party;
  3. check the claim for completeness and, if incomplete, arrange for the outstanding details to be obtained;
  4. verify the claimant's personal details (e.g. name, address and date of birth) contained in the claim form from the official records of that Competent Institution or on the basis of the documents supplied by the claimant; and
  5. where necessary, make certified copies of original documentation supporting the claim.
- (3) Where the Competent Institution or Liaison Agency of one Contracting Party is sending a claim for a benefit to the Competent Institution or Liaison Agency of the other Contracting Party, the Competent Institution or Liaison Agency sending the claim will, in all cases:
1. complete the relevant bilingual form in respect of that claim indicating, in particular:
    - 1.1 confirmation of identity has occurred,
    - 1.2 date of receipt,
    - 1.3 appropriate periods of residence in Australia or insurance periods under the legislation of the Republic of Serbia; and
  2. send to the Competent Institution or Liaison Agency of the other Contracting Party:
    - 2.1 the claim;
    - 2.2 any supporting documentation, original or certified copies thereof, required by the other Competent Institution or Liaison Agency; and
    - 2.3 the completed relevant bilingual form.
- (4) Where a Competent Institution or Liaison Agency of one Contracting Party makes a decision in relation to a benefit covered by the Agreement, they will notify the Competent Institution or Liaison Agency of the other Contracting Party of their decision in the relevant bilingual form.

## **Section 8**

### **Medical Examinations**

- (1) The Competent Institution or Liaison Agency of one Contracting Party will, upon request, submit to the Competent Institution or Liaison Agency of the other Contracting Party copies of any medical documentation concerning the applicant's incapacity that the Competent Institution may have in its possession.
- (2) If the Competent Institution or Liaison Agency of one Contracting Party requires further medical evidence on the applicant's health condition, it may request the Competent

Institution or Liaison Agency of the other Contracting Party to arrange another medical examination and produce a medical report.

- (3) The costs of a medical examination and production of the report under paragraph 2 of this Section will be met by the requesting Competent Institution.
- (4) On presentation of detailed statement of the costs incurred as a result of applying paragraph 2 of this Section, the Competent Institution of the first Contracting Party will, within 90 days, reimburse the Competent Institution of the other Contracting Party for the amounts due.

## **Section 9**

### **Exchange of Data**

- (1) A Competent Institution or Liaison Agency of one Contracting Party may supply to the Competent Institution or Liaison Agency of the other Contracting Party, on an ad hoc basis or under a regular information matching programme, a list of changes in circumstances affecting interested persons.
- (2) Details of arrangements for sharing information in relation to changes of circumstances of interested persons will be agreed to by the Competent Institutions of each Contracting Party and will be contained in a technical document that is separate to this Arrangement. This document will detail:
  1. the information that may be shared,
  2. the mechanism for sharing the information, and
  3. for the regular information matching programme, the agreed cycle.

## **Section 10**

### **Appeals and Related Documents**

The Competent Institution or Liaison Agency of one Contracting Party which receives an appeal and/or related documents under the legislation of the other Contracting Party will record their receipt and forward them without delay to the Competent Institution or Liaison Agency of the other Contracting Party.

## **Section 11**

### **Mutual assistance and processing standards**

- (1) The Competent Institutions and the Liaison Agencies of both Contracting Parties will cooperate in achieving timely processing of claims lodged under the Agreement and in all other aspects of the operation of the Agreement.
- (2) The Competent Institutions and the Liaison Agencies of both Contracting Parties will by mutual consent implement any measures deemed necessary and appropriate to improve the operation of the Agreement.

## **Section 12**

### **Statistical Information**

The Competent Authorities, Competent Institutions or Liaison Agencies of both Contracting Parties will exchange statistics on an annual basis at a mutually arranged time regarding the payments which each has made under the Agreement. These statistics will include data on the number of beneficiaries and the cash value of benefits paid, by the type of benefits.

## **Section 13**

### **Amendments of the Arrangement**

This Arrangement may be amended in writing at any time upon the Competent Authorities of both Contracting Parties reaching consensus.

## **Section 14**

### **Entry into Force**

This Arrangement will commence on the same day the Agreement enters into force and will operate, with any agreed amendments, for the duration of the Agreement.

Signed in duplicate in Belgrade this 20 day of January, two thousand and twenty-three in the Serbian and in the English languages, each text being equally authoritative.

FOR THE COMPETENT AUTHORITY  
OF THE REPUBLIC OF SERBIA

FOR THE COMPETENT AUTHORITIES  
OF AUSTRALIA