AGREEMENT ON SOCIAL SECURITY BETWEEN THE ORIENTAL REPUBLIC OF URUGUAY AND THE UNITED STATES OF AMERICA

The Oriental Republic of Uruguay ("Uruguay") and

the United States of America ("United States")

(hereinafter individually known as "Contracting State," or collectively as "Contracting States"),

Being desirous of regulating the relationship between the two countries in the field of social security, have agreed as follows:

PART I

General Provisions

Article 1

Definitions

- 1. For the purposes of this Agreement on Social Security between the United States of America and the Oriental Republic of Uruguay (hereinafter "Agreement"):
 - (a) "National" means,

as regards the United States, a national of the United States as defined in Section 101, Immigration and Nationality Act, as amended, and

as regards Uruguay, a natural or legal citizen as provided for in Articles 73 through 75 of the Constitution of the Republic;

- (b) "Laws" means the laws and regulations specified in Article 2 of this Agreement;
- (c) "Competent Authority" means,

as regards the United States, the Commissioner of Social Security, and

as regards Uruguay, the Ministerio de Trabajo y Seguridad Social (Ministry of Labor and Social Security), and by delegation, the Banco de Previsión Social (Social Security Bank);

(d) "Competent Institution" means,

as regards the United States, the Social Security Administration, and

as regards Uruguay, the Banco de Previsión Social (Social Security Bank), the Caja Notarial de Seguridad Social (Notarial Social Security Fund), the Caja de Jubilaciones y Pensiones de Profesionales Universitarios (Pension and Retirement Fund of University Professionals), the Caja de Jubilaciones y Pensiones Bancarias (Banking Pension and Retirement Fund), the Servicio de Retiros y Pensiones Policiales (Police Retirement and Pension Fund), and the Servicio de Retiros y Pensiones de las Fuerzas Armadas (Armed Forces Pension and Retirement Fund);

- (e) "Liaison Institution" means the organization responsible for coordinating and exchanging information between the Competent Institutions of both Contracting States;
- (f) "Period of Coverage" means a period of payment of contributions or a period of earnings from employment or self-employment, as defined or recognized as a period of coverage by the Laws under which such period has been completed, or any similar period insofar as it is recognized by such Laws as equivalent to a period of coverage;

- (g) "Benefit" means any benefit provided for in the Laws specified in Article 2 of this Agreement; and
- (h) "Personal Data" means any information relating to a specific (identified or identifiable) person, as well as any information that can be used to distinguish or trace an individual's identity. This includes, but is not limited to, the following: any individual identifier; citizenship, nationality, statelessness, or refugee status; benefits, eligibility, or other claims information; contact information; medical information or lay information used in a medical determination; information about marital, familial, or personal relationships; and information pertaining to work, financial, or economic status.
- 2. Any term not defined in this Article shall have the meaning assigned to it in the applicable Laws.

Material Scope

- 1. For the purposes of this Agreement, the applicable Laws are:
 - (a) as regards the United States, the laws governing the Federal old-age, survivors, and disability insurance program:
 - (i) Title II of the Social Security Act and regulations pertaining thereto, except sections 226, 226A, and 228 of that title, and regulations pertaining to those sections, and
 - (ii) Chapters 2 and 21 of the Internal Revenue Code of 1986 and regulations pertaining to those chapters; and
 - (b) as regards Uruguay, the constitutional, legal and regulatory provisions regarding the contributory benefits for disability, old age and survivors, managed by the Banco de Previsión Social

(Social Security Bank), the Caja Notarial de Seguridad Social (Notarial Social Security Fund), the Caja de Jubilaciones y Pensiones de Profesionales Universitarios (Pension and Retirement Fund of University Professionals), the Caja de Jubilaciones y Pensiones Bancarias (Banking Pension and Retirement Fund), the Servicio de Retiros y Pensiones Policiales (Police Retirement and Pension Fund), and the Servicio de Retiros y Pensiones de las Fuerzas Armadas (Armed Forces Pension and Retirement Fund);

- 2. Unless otherwise provided in this Agreement, the Laws referred to in paragraph 1 of this Article shall not include treaties or other international agreements or supranational legislation on Social Security concluded between one Contracting State and a third State, or Laws promulgated for their specific implementation.
- 3. This Agreement shall apply to any amendments to the Laws, including changes to the Laws that extend the provisions of this Agreement in a Contracting State to new categories of beneficiaries or new benefits, unless the Competent Authority of such Contracting State notifies the Competent Authority of the other Contracting State in writing within three (3) months after the official publication of the new legislation or regulations that no such extension is intended under the terms of this Agreement.

Article 3

Personal Scope

This Agreement shall apply to:

- (a) persons who are or have been subject to the Laws of one or both Contracting States; and
- (b) other persons with respect to the rights they derive from the persons described in sub-paragraph (a) of this Article.

Equality of Treatment and Portability of Benefits

- 1. Unless otherwise provided in this Agreement, persons described in Article 3 of this Agreement who reside in the territory of one Contracting State shall receive equal treatment with Nationals of such Contracting State as regards the application of its Laws.
- 2. Unless otherwise provided in this Agreement, any provision of the Laws of a Contracting State which restricts entitlement to or payment of Benefits solely because a person resides outside or is absent from the territory of that Contracting State shall not be applicable to a person who resides in the territory of the other Contracting State.

PART II

Provisions Concerning Applicable Laws

Article 5

General Rules

Except as otherwise provided in this Part, a person employed or self-employed within the territory of one of the Contracting States, with respect to that employment or self-employment, shall be subject to the Laws of only that Contracting State.

Article 6

Specific Rules

1. Where a person who is normally employed in the territory of one Contracting State by an employer in that territory is sent by that employer to the territory of the other Contracting State for a temporary period that is not expected to exceed five (5) years, the person shall be

- subject to the Laws of only the first Contracting State as if the person were still employed in the territory of the first Contracting State.
- 2. When a self-employed worker transfers from the territory of one Contracting State to the territory of the other Contracting State for the purpose of performing his or her usual work for a period that is not expected to exceed five (5) years, he or she will be exclusively subject to the Laws of the first Contracting State as if he or she continued working in the territory of the first Contracting State.
- 3. For purposes of applying paragraph 1 of this Article in the case of an employee who is sent from the territory of a Contracting State by an employer in that territory to the other Contracting State to work for an affiliated company of that employer, that employer and the affiliated company of the employer (as defined under the laws of the Contracting State under which the employer is organized) shall be considered one and the same, provided that, if this Agreement did not exist, the employment would have been covered under the Laws of the Contracting State from which the employee was sent.
- 4. Paragraphs 1 and 3 of this Article shall apply where a person who has been sent by his or her employer from the territory of a Contracting State to the territory of a third State, and who is compulsorily covered under the Laws of that Contracting State while employed in the territory of the third State, is subsequently sent by that employer from the territory of the third State to the territory of the other Contracting State.
- 5. (a) A person who is employed as an officer or member of a crew on a vessel which flies the flag of one Contracting State and who would be covered under the Laws of both Contracting States shall be subject to the Laws of only the Contracting State whose flag the vessel flies. For purposes of the preceding sentence, a vessel which flies the flag of the United States is one defined as an American vessel under the Laws of the United States.
 - (b) Traveling employees of air transportation companies who perform work in the territories of both Contracting States and who would

otherwise be covered under the Laws of both Contracting States shall, with respect to that work, be subject to the Laws of only the Contracting State in the territory of which the company has its headquarters. However, if such employees reside in the territory of the other Contracting State, they shall be subject to the Laws of only that Contracting State.

- 6. (a) This Agreement shall not affect the provisions of the Vienna Convention on Diplomatic Relations of April 18, 1961, or of the Vienna Convention on Consular Relations of April 24, 1963.
 - (b) Nationals of one of the Contracting States who are employed by the Government of that Contracting State in the territory of the other Contracting State but who are not exempt from the Laws of the other Contracting State by virtue of the Vienna Conventions mentioned in subparagraph (a) of this paragraph shall be subject to the Laws of only the first Contracting State. For the purpose of this paragraph, government employment includes any work performed for a government agency or instrumentality.
- 7. At the request of the worker and the employer or self-employed person, the Competent Authorities of the two Contracting States may agree to grant an exception to the provisions of this Article with respect to particular persons or categories of persons, provided that any affected person shall be subject to the Laws of one of the Contracting States.

PART III

Provisions on Benefits

Article 7

United States Benefits

1. Where a person has completed at least six (6) quarters of coverage under United States Laws, but does not have sufficient Periods of Coverage to satisfy the requirements for entitlement to Benefits under

United States Laws, the Competent Institution of the United States shall take into account, for the purpose of establishing entitlement to Benefits under this Article, Periods of Coverage which are credited under Uruguayan Laws and which do not coincide with Periods of Coverage already credited under United States Laws.

- 2. Where it is not possible to determine the calendar quarter during which a specific Period of Coverage was completed under the Laws of the United States, the United States Competent Institution will presume that the Period of Coverage does not coincide with a Period of Coverage completed in Uruguay.
- 3. In determining eligibility for Benefits under paragraph 1 of this Article, the Competent Institution of the United States shall credit one (1) quarter of coverage for every ninety (90) days of coverage certified by the Competent Institution of Uruguay. The total number of quarters of coverage to be credited for one year shall not exceed four (4).
- 4. The Competent Institution of the United States shall not take into account Periods of Coverage that occurred prior to the earliest date when Periods of Coverage may be credited under United States Laws, nor will the Competent Institution of the United States take into account any Periods of Coverage that are not based on wages or self-employment income.
- 5. Where entitlement to a Benefit under United States Laws is established according to the provisions of paragraph 1 of this Article, the Competent Institution of the United States shall compute a pro rata Primary Insurance Amount in accordance with United States Laws based on:
 - (a) the person's average earnings, credited exclusively under United States Laws; and
 - (b) the ratio of the duration of the person's Periods of Coverage completed under United States Laws, to the total duration of a coverage lifetime as determined in accordance with United States Laws.

- Benefits payable under United States Laws shall be based on the pro rata Primary Insurance Amount.
- 6. Entitlement to a Benefit under United States Laws that results from paragraph 1 of this Article shall terminate with the acquisition of sufficient Periods of Coverage under United States Laws to establish entitlement to an equal or higher Benefit without the need to invoke the provision of paragraph 1 of this Article.
- 7. Article 4 of this Agreement shall be applied by the United States in a manner consistent with section 233(c)(4) of the United States Social Security Act.

Uruguayan Benefits

- 1. If Periods of Coverage have been completed under the Laws of the two Contracting States, the Uruguayan Competent Institution shall take into account –if necessary– the Periods of Coverage completed under the Laws of the other Contracting State in order to determine the entitlement to the Benefits according to the applicable Laws, provided that the Periods of Coverage do not overlap.
- 2. To establish the applicability of the provisions on the calculation of total Periods of Coverage and Benefit entitlement under the Uruguayan Laws, the periods completed in a third State bound by a Social Security Agreement with Uruguay which provides for the aggregation of Periods of Coverage shall be taken into account if necessary.
- 3. Benefits shall be provided under the intergenerational solidarity retirement system, and when applicable, the Benefits generated under the system of mandatory individual savings (capitalization) will be added.
- 4. The Uruguayan Competent Institution shall establish the individual entitlement to a Benefit and shall calculate the Benefits taking into

account the Periods of Coverage completed under the Uruguayan Laws, as well as those completed under the United States Laws.

Benefits provided shall result from the most favorable calculation to the beneficiary by one or the other procedure, regardless of any Benefit determination made by the United States Competent Institution.

- 5. When totalizing the Periods of Coverage in order to add the Periods of Coverage completed under the Laws of the United States to those completed under the Uruguayan Laws, the Uruguayan Competent Institution shall apply the following calculation rules to establish the amount of Benefits:
 - (a) The Competent Institution shall determine the amount of the Benefit that the person would be entitled to, as if all creditable Periods of Coverage had been completed under its Laws (theoretical benefit).
 - (b) The Competent Institution shall establish the amount of the Benefit by applying to the theoretical Benefit estimated according to its Laws, the same proportion that exists between the creditable Period of Coverage completed under the Uruguayan Laws, and the total creditable Periods of Coverage completed under the Laws of the two Contracting States (pro rata Benefit).
- 6. Where the Uruguayan Laws require that, in order to be entitled to the Benefit, the Periods of Coverage should be completed in a certain time immediately prior to the event giving rise to the Benefit, this condition will be considered as fulfilled, if the person is contributing under the Laws of the United States and has credit for at least one (1) quarter of coverage under such Laws during the eight (8) calendar quarters immediately preceding the calendar quarter in which the insured event occurs according to the Laws of Uruguay.

PART IV

Miscellaneous Provisions

Article 9

Administrative Arrangements

The Competent Authorities of the two Contracting States shall:

- (a) make all necessary administrative arrangements for the implementation of this Agreement and designate Liaison Institutions;
- (b) communicate to each other information concerning the measures taken for the application of this Agreement; and
- (c) communicate to each other, as soon as possible, information concerning all changes in their respective Laws which may affect the application of this Agreement.

Article 10

Mutual Assistance

The Competent Authorities and the Competent Institutions of the Contracting States, within the scope of their respective authorities, shall assist each other in implementing this Agreement. This assistance shall be free of charge, subject to exceptions to be agreed upon in an administrative arrangement.

Article 11

Confidentiality of Exchanged Personal Data

1. Unless otherwise required by the national statutes of a Contracting State, Personal Data transmitted in accordance with this Agreement to one Contracting State by the other Contracting State shall be used

exclusively for purposes of administering this Agreement and the applicable Laws. The receiving Contracting State's national statutes for the protection of privacy and confidentiality of Personal Data and the provisions of this Agreement shall govern such use.

- 2. The Competent Authorities of the Contracting States shall inform each other about all amendments to their national statutes regarding the protection of privacy and confidentiality of Personal Data that affect the transmission of Personal Data.
- 3. The Competent Authority or Competent Institution requesting or transmitting Personal Data pursuant to this Agreement, upon request, must disclose to a person the following:
 - (a) the content of his or her Personal Data,
 - (b) the Competent Institution receiving his or her Personal Data,
 - (c) the duration of use of his or her Personal Data, and
 - (d) the purpose and legal grounds for which his or her Personal Data were used or requested.
- 4. The Competent Authority or Competent Institution transmitting Personal Data pursuant to this Agreement shall take all reasonable steps to ensure that transmitted Personal Data are accurate and limited to data required to fulfill the receiving Competent Authority's or Competent Institution's request. In accordance with their respective national statutes, the receiving Competent Authority or Competent Institution shall correct or delete any inaccurate transmitted Personal Data and any data not required to fulfill the receiving Competent Institution's request, and immediately notify the other Contracting State's Competent Authority or Competent Institution of such correction. This shall not limit a person's right to request such correction of his or her Personal Data directly from the Competent Institutions under their respective national statutes.

5. Both the transmitting and the receiving Competent Authority or Competent Institution shall effectively protect Personal Data against unauthorized or illegal access, alteration, or disclosure.

Article 12

Confidentiality of Exchanged Employers' Information

Unless otherwise required by the national statutes of a Contracting State, employers' information transmitted between the Contracting States in accordance with this Agreement shall be used exclusively for purposes of administering this Agreement and the applicable Laws. The receiving Contracting State's national statutes for the protection and confidentiality of employers' information and the provisions of this Agreement shall govern such use.

Article 13

Documents

- 1. Where the Laws of a Contracting State provide that any document which is submitted to the Competent Authority or a Competent Institution of that Contracting State shall be exempted, wholly or partly, from fees or charges, including consular and administrative fees, the exemption shall also apply to corresponding documents which are submitted to the Competent Authority or a Competent Institution of the other Contracting State in the application of this Agreement.
- 2. Documents and certificates presented for purposes of this Agreement shall be exempted from requirements for authentication by diplomatic or consular authorities, as well as translation, notarization, and registration.
- 3. Copies of documents certified as true and exact copies by a Competent Institution of one Contracting State shall be accepted as true and exact copies by a Competent Institution of the other Contracting State, without further certification. The Competent Institution of each

Contracting State shall be the final judge of the probative value of the evidence submitted to it from whatever source.

Article 14

Correspondence and Languages

- 1. The Competent Authorities and Competent Institutions of the Contracting States may correspond directly with each other and with any person, wherever the person may reside, whenever it is necessary for the administration of this Agreement.
- 2. The Competent Authority or Competent Institution of a Contracting State shall not reject applications or documents solely because they are written in the language of the other Contracting State.

Article 15

Claims

- 1. A written claim for Benefits filed with a Competent Institution of one Contracting State under its Laws or under this Agreement shall be considered as filed with the Competent Institution of the other Contracting State if the applicant so requests.
- 2. If an applicant has filed a written claim for Benefits with a Competent Institution of one Contracting State and has not explicitly requested that the claim be restricted to Benefits under the Laws of that Contracting State, the claim shall also protect the rights of claimants under the Laws of the other Contracting State if the applicant provides information at the time of filing indicating that the person on whose record Benefits are claimed has completed Periods of Coverage under the Laws of the other Contracting State.
- 3. The provisions of Part III of this Agreement shall apply only to Benefits for which a claim is filed on or after the date on which this Agreement enters into force.

Reconsideration, Appeals, and Time Limits

- A written request for a reconsideration or appeal of a determination made by a Competent Institution of one Contracting State may be validly filed with a Competent Institution of either Contracting State. The reconsideration or appeal shall be decided according to the procedure and Laws of the Contracting State whose decision is being reconsidered or appealed.
- 2. Any claim, notice or written request for a reconsideration or appeal which, under the Laws of one Contracting State, must have been filed within a prescribed period with a Competent Institution of that Contracting State, but which is instead filed within the same period with a Competent Institution of the other Contracting State, shall be considered to have been filed on time.

Article 17

Transmittal of Claims, Notices, Reconsiderations, and Appeals

In any case to which the provisions of Article 15 or 16, or both, of this Agreement apply, the Competent Institution to which the claim, notice, or written request for a reconsideration or appeal has been submitted shall indicate the date of receipt on the document or any form developed for this purpose in accordance with Article 9 subparagraph (a), and transmit it without delay to the Liaison Institution of the other Contracting State.

Article 18

Currency

1. Payments under this Agreement may be made in the currency of the Contracting State making the payments.

2. In case provisions designed to restrict the exchange or export of currencies are introduced by either Contracting State, the Governments of both Contracting States shall immediately take measures necessary to ensure the transfer of sums owed by either Contracting State under this Agreement.

Article 19

Resolution of Disagreements

- 1. Any disagreement regarding the interpretation or application of this Agreement shall be resolved by consultation between the Competent Authorities.
- 2. If a disagreement is not resolved within twelve (12) months from the initiation of the consultations in accordance with paragraph 1 of this Article, either Contracting State may request resolution through diplomatic channels, in which case the Contracting States shall seek to resolve the dispute through such channels.

Article 20

Supplementary Agreements

This Agreement may be amended in the future by supplementary agreements.

PART V

Transitional and Final Provisions

Article 21

Transitional Provisions

- 1. This Agreement shall not establish any claim to payment of a Benefit for any period before the date of the entry into force of this Agreement, or to a lump-sum death payment if the person died before the entry into force of this Agreement.
- 2. Except as otherwise provided in this Agreement, in determining the right to Benefits under this Agreement, consideration shall be given to Periods of Coverage completed under the Laws of both Contracting States and other events that occurred before the entry into force of this Agreement.
- 3. In applying paragraph 1, 2, 3, or 4 of Article 6 of this Agreement in the case of persons who were sent to work in or transferred to the territory of a Contracting State prior to the date of entry into force of this Agreement, the period of employment or self-employment referred to in that paragraph shall be considered to begin on the date of entry into force of this Agreement.
- 4. Determinations concerning entitlement to Benefits made before the entry into force of this Agreement shall not affect rights arising under it.
- 5. The application of this Agreement shall not result in any reduction in the amount of a Benefit to which entitlement was established prior to the entry into force of this Agreement.

Duration

- 1. This Agreement shall remain in force until the expiration of one (1) calendar year following the year in which written notice of its denunciation is given by one of the Contracting States to the other Contracting State.
- 2. If this Agreement is terminated by denunciation, rights regarding entitlement to or payment of Benefits acquired under it shall be retained. The Contracting States shall make arrangements dealing with rights in the process of being acquired.

Article 23

Entry into Force

- 1. Each Contracting State shall transmit to the other Contracting State a diplomatic note of the compliance with all legal and constitutional requirements for the entry into force of this Agreement.
- 2. This Agreement shall enter into force on the first day of the third month following the date of the last note of an exchange of diplomatic notes in which the Contracting States notify each other of the completion of their respective necessary internal procedures for entry into force of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement.

DONE at Montevideo on this 10th. day of January, 2017, in duplicate, in the English and Spanish languages, both texts being equally authentic.

ADMINISTRATIVE ARRANGEMENT BETWEEN THE COMPETENT AUTHORITIES OF THE ORIENTAL REPUBLIC OF URUGUAY AND THE UNITED STATES OF AMERICA FOR THE IMPLEMENTATION OF THE AGREEMENT ON SOCIAL SECURITY BETWEEN THE ORIENTAL REPUBLIC OF URUGUAY AND THE UNITED STATES OF AMERICA

The Competent Authority of the Oriental Republic of Uruguay and

the Competent Authority of the United States of America,

In conformity with Article 9(a) of the Agreement on Social Security between the Oriental Republic of Uruguay and the United States of America, signed on 10 January 2017, hereinafter referred to as the "Agreement," have agreed as follows:

CHAPTER I

General Provisions

Article 1

Where terms that appear in the Agreement are used in this Administrative Arrangement, they shall have the same meaning as they have in the Agreement.

Article 2

- 1. The Liaison Institutions defined in Article 1.1(e) of the Agreement shall be:
 - (a) for the United States, the Social Security Administration (la Administración de la Seguridad Social); and
 - (b) for Uruguay, the Banco de Previsión Social (the Social Security Bank).

2. The Liaison Institutions referred to in paragraph 1 of this Article are to decide upon the joint procedures and methods necessary for the implementation of the Agreement and this Administrative Arrangement.

CHAPTER II

Provisions on Applicable Laws

Article 3

- 1. Where the Laws of one Contracting State are applicable in accordance with any of the provisions of Article 5 or 6 of the Agreement, the Liaison Institution of that Contracting State, upon request of the employer or self-employed person, shall issue a certificate stating that the employee or self-employed person is subject to those Laws and indicating the duration for which the certificate shall be valid. This certificate shall be evidence that the employee or self-employed person is exempt from the Laws on compulsory coverage of the other Contracting State.
- 2. The certificate referred to in paragraph 1 of this Article shall be issued:
 - (a) in the United States, by the Social Security Administration (la Administración de la Seguridad Social); and
 - (b) in Uruguay, by the Banco de Previsión Social (the Social Security Bank).
- 3. The Liaison Institution of a Contracting State that issues a certificate referred to in paragraph 1 of this Article shall furnish a copy of the certificate or mutually decided information from the certificate to the Liaison Institution of the other Contracting State as needed.

CHAPTER III

Provisions on Benefits

Article 4

- 1. Claims for Benefits under the Agreement shall be submitted on forms to be developed by the Liaison Institutions of the two Contracting States.
- 2. The Competent Institution of the Contracting State, with which a claim for Benefits is first filed in accordance with Article 15 of the Agreement, shall provide the Liaison Institution of the other Contracting State with such evidence and other information in its possession as may be required to complete action on the claim.
- 3. The Competent Institution of a Contracting State which receives a claim that was first filed with a Competent Institution or Liaison Institution of the other Contracting State shall without delay provide the Liaison Institution of the other Contracting State with such evidence and other available information in its possession as may be required for it to complete action on the claim.
- 4. The Competent Institution of the Contracting State with which a claim for Benefits has been filed shall verify the information pertaining to the claimant and the claimant's family members. The Liaison Institutions of both Contracting States shall decide the types of information to be verified.

CHAPTER IV

Miscellaneous Provisions

Article 5

1. In accordance with measures to be decided pursuant to paragraph 2 of Article 2 of this Administrative Arrangement, the Liaison Institution of one

Contracting State shall, upon request by the Liaison Institution of the other Contracting State, furnish available information relating to the claim of any specified individual for the purpose of administering the Agreement.

2. For the purpose of facilitation of the implementation of the Agreement and this Administrative Arrangement, the Liaison Institutions may decide on measures for the electronic exchange of data.

Article 6

The Liaison Institutions shall exchange statistics on the number of certificates issued under Article 3 of this Administrative Arrangement and on the payments made to beneficiaries under the Agreement. These statistics shall be furnished annually in a manner to be decided by the Liaison Institutions.

Article 7

- 1. Where assistance is requested and provided under Article 10 of the Agreement, expenses other than regular personnel and operating costs shall be reimbursed to the Competent Institution providing the assistance, except as may be otherwise decided by the Competent Authorities or Liaison Institutions of the Contracting States.
- 2. Upon request, the Liaison Institution of either Contracting State shall furnish without cost to the Liaison Institution of the other Contracting State any medical information and documentation in its possession to assess the disability of the claimant or beneficiary.
- 3. Medical examinations of persons who reside in the territory of one of the Contracting States, which are required under the Laws of the other Contracting State, shall be arranged by the Liaison Institution of the first Contracting State, upon the request and at the expense of the requesting Liaison Institution. The costs of medical examinations shall not be refunded if they are performed for the use of the Competent Institutions of both Contracting States.

4. The Liaison Institution of one Contracting State shall reimburse amounts owed under paragraph 1 or 3 of this Article upon presentation of a statement of expenses by the Liaison Institution of the other Contracting State.

Article 8

This Administrative Arrangement shall enter into force on the date of entry into force of the Agreement and remain in force as long as the Agreement is in force.

DONE at Montevideo, this 10th. day of January, 2017, in duplicate in the English and Spanish languages, both texts being equally authentic.