



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

The Government of the Republic of Chile and the Government of the United States of America,

Being desirous of regulating the relationship between their two countries in the field of Social Security, have agreed as follows:

PART I
General Provisions

Article 1

1. For the purpose of the present Agreement, the expressions and terms indicated below shall have the following meanings:

(a) "Territory" means,

as regards the United States, the States, the District of Columbia, the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa and the Commonwealth of the Northern Mariana Islands, and

as regards Chile, the territorial scope of the Political Constitution of the Republic of Chile;

(b) "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 Chile, a Chilean national as specified by the Political Constitution of the Republic of Chile;

(c) "Laws" means the laws and regulations specified in Article 2, excluding treaties or other international agreements on Social Security that may be concluded between one Contracting State and a third State, or laws or regulations promulgated for their specific implementation;



(d) "Competent Authority" means,

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

as regards Chile, the Ministry of Labor and Social Welfare;

(e) "Agency" means,

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

as regards Chile, the institution responsible for administering the laws referred to in Article 2, paragraph 1(b), in a particular case;

(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; and

(g) "Benefit" means any benefit provided for in the laws specified in Article 2 of this Agreement.

2. Any term not defined in this Article shall have the meaning assigned to it in the laws being applied.

Article 2

1. This Agreement shall apply:

(a) As regards the United States, to the laws governing the Federal old-age, survivors, and disability insurance program:

- 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,
- Chapters 2 and 21 of the Internal Revenue Code of 1986 and regulations pertaining to those chapters;



(b) As regards Chile,

- to the laws on the New Pension System on Old-age, Invalidity and Survivors' Pensions based on individual capitalization and
 - to the laws on the Old-age, Invalidity and Survivors' Pension systems administered by the Instituto de Normalización Previsional.
2. This Agreement shall also apply to future laws which amend or supplement the laws specified in paragraph 1 of this Article.
3. This Agreement shall also apply to legislation of a Contracting State which extends the laws referred to in paragraph 1 to new categories of beneficiaries, unless that Contracting State notifies the other Contracting State in writing within 3 months of the date of the official publication of the new legislation that it is not to be included in the scope of the Agreement.

Article 3

This Agreement shall apply to:

- (a) persons who are or have been subject to the laws of one or both Contracting States;
- (b) other persons with respect to the rights they derive from the persons mentioned in subparagraph (a).

Article 4

1. Persons who are or have been subject to the laws of one Contracting State and persons deriving benefit rights from such persons, who reside within the territory of the other Contracting State, shall receive equal treatment with nationals of the other Contracting State in the application of the laws regarding the eligibility for and the payment of benefits.



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 the person resides outside or is absent from the territory of that Contracting State shall not be applicable to the persons who reside in the territory of the other Contracting State.
3. Without prejudice to the provision in the preceding paragraph, invalidity, old-age and survivors pensions payable to United States nationals in accordance with Chilean laws shall not be subject to reduction, modification, suspension or retention based on the fact that the beneficiary is located or resides in the territory of a third State.

PART II Provisions on Coverage

Article 5

1. Except as otherwise provided in this Article, a person employed within the territory of one of the Contracting States shall, with respect to that employment, be subject to the laws of only that Contracting State, irrespective of the location of the person's place of residence or domicile or the employer's place of business.
2. A self-employed person who resides in the territory of a Contracting State shall be subject to the laws of only that State.
3. Where a person who is normally employed in the territory of one Contracting State by an employer in that territory is temporarily sent by that employer to the territory of the other Contracting State, the person shall be subject to the laws of only the first Contracting State as if he were employed in the territory of the first Contracting State, provided that the period of employment in the territory of the other Contracting State is not expected to exceed 5 years. For purposes of applying this paragraph in the case of an employee who is sent from the territory of the United States by an employer in that territory to the territory of Chile, that employer and an affiliated company of the employer (as defined under the laws of the United States) shall be considered one and the same, provided that the employment would have been covered under United States laws absent this Agreement.



4. The preceding paragraph shall apply where a person who has been sent by his employer from the territory of a Contracting State to the territory of a third State is subsequently sent by that employer from the territory of the third State to the territory of the other Contracting State.
5. Where the same activity is considered to be self-employment under the laws of one Contracting State and employment under the laws of the other Contracting State, that activity shall be subject to the laws of only the first Contracting State if the person is a resident of that State and to the laws of only the other Contracting State in any other case.
6. (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 firm has its home office. However, if such employees reside in the territory of the other Contracting State, they shall be subject to the laws of only that State.
7. (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 Conventions mentioned in subparagraph (a) shall be subject to the laws of only the first Contracting State. For the purpose of this paragraph, employment by the United States Government includes employment by an instrumentality thereof.



8. The Competent Authorities of the two Contracting States, or the liaison agencies designated by them, 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.
9. A worker who is subject to United States laws in accordance with the preceding paragraphs of this Article shall be exempt from paying contributions under the Chilean pension and health programs. In addition, an employer will be exempt from paying contributions for work accident and occupational illness insurance with respect to such workers.

PART III Provisions on Benefits

Article 6

The following provisions shall apply to the United States:

1. Where a person has completed at least 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 agency 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 Chilean laws and which do not coincide with periods of coverage already credited under United States laws.
2. When it is not possible to determine the time when specific periods of coverage were completed under Chilean laws, it shall be presumed that such periods do not coincide with periods of coverage completed under United States laws.
3. In determining eligibility for benefits under paragraph 1 of this Article, the agency of the United States shall credit 1 quarter of coverage for every 3 months of coverage certified by the agency of Chile. If the conversion described in the preceding sentence results in a fractional remainder, the remainder shall be considered an additional quarter of coverage. No quarter of coverage shall be credited for any calendar quarter already credited as a quarter of coverage under United States laws, nor shall the total number of quarters of coverage to be credited for a year exceed four.



4. Where entitlement to a benefit under United States laws is established according to the provisions of paragraph 1, the agency 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 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.
5. Entitlement to a benefit from the United States which results from paragraph 1 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.

Article 7

The following provisions shall apply to Chile:

1. When Chilean laws require the completion of certain periods of coverage for acquiring, maintaining or recovering entitlement to old-age, survivors or disability benefits, periods of coverage completed under United States laws shall be added, when necessary, to the periods of coverage completed under Chilean laws, provided that they do not coincide. In determining entitlement to benefits in accordance with this paragraph, the Chilean agency shall credit 3 months of coverage for every quarter of coverage certified by the United States agency.
2. When it is not possible to determine the time when specific periods of coverage were completed under United States laws, it shall be presumed that such periods do not coincide with periods of coverage completed under Chilean laws.
3. Members of a Pension Fund Administrator shall finance their pensions under Chilean laws with the balance accumulated in their individual capitalization accounts. In case such balance is insufficient to finance a pension equal to the minimum pension amount guaranteed by the State, members shall



have the right to Totalization of periods of coverage in accordance with paragraph 1, in order to determine entitlement to the minimum old-age or invalidity pension. Survivors pension beneficiaries shall have the same right.

4. For purposes of determining whether the requirements of Chilean laws for an early old-age pension under the New Pension System have been fulfilled, members who have obtained a pension under United States laws shall be considered as pensioners under the pension systems administered by the Instituto de Normalización Previsional.
5. Members of the New Pension System in Chile who reside in the territory of the United States and who are subject to United States laws in accordance with this Agreement may also pay contributions to that System on a voluntary basis as if they were self-employed workers. Members who choose to pay voluntary contributions under this paragraph shall not be required to pay contributions for financing health care benefits under Chilean laws.
6. Contributors to the pension systems administered by the Instituto de Normalización Previsional shall also have the right to Totalization of periods of coverage in accordance with paragraph 1 in order to establish entitlement to pension benefits under the laws applicable to those systems.
7. When entitlement to a benefit under Chilean law is established in accordance with paragraph 3 or 6 of this Article, the agency of Chile shall determine a theoretical benefit amount as if all the periods of coverage completed under the laws of both Contracting States had been completed under the laws it administers, and shall calculate the benefit it must pay as the proportion of the periods of coverage completed exclusively under the laws it administers to the total periods of coverage completed under the laws of both Contracting States.

When the total periods of coverage under the laws of both Contracting States exceed the period established under Chilean laws for entitlement to a full pension or a minimum pension, the excess years shall be disregarded for purposes of this calculation.

8. Persons who are paying contributions or receiving benefits in accordance with United States laws shall be considered as currently covered by the corresponding insurance system of Chile for purposes of qualifying for benefits according to the laws that regulate the insurance systems administered by the Instituto de Normalización Previsional.



For purposes of this paragraph, a person shall be considered to be paying contributions in accordance with United States laws if the person has credit for at least 1 quarter of coverage under such laws during the 8 calendar quarters immediately preceding the calendar quarter in which the insured event occurs according to Chilean laws.

9. Persons who receive a pension according to United States laws and who reside in the territory of Chile shall have the right to enroll in the Chilean health benefits system under the same conditions as persons receiving similar pensions according to Chilean laws.
10. Medical examinations performed in Chile for the purpose of determining eligibility for invalidity benefits under Chilean laws shall be made available to the United States agency at its request and without charge.

On the other hand, if the Chilean agency deems it necessary that medical examinations intended for its sole use be performed in the United States, they shall be financed in accordance with Chilean laws. When the examinations relate to workers affiliated with the New Pension System, the Chilean agency shall reimburse the full cost of the examinations to the United States agency and shall charge the interested person for the percentage for which he or she is responsible. Nevertheless, the Chilean agency may deduct the cost for which the interested person is responsible from any pensions owed, or from the balance in the person's individual capitalization account.

If the examinations are requested in connection with an appeal filed against a disability decision issued in Chile, the cost of these examinations shall be financed in the manner described in the preceding paragraph; however, if the appeal has been filed by a Chilean agency or insurance company such costs shall be financed by the appellant.

PART IV Miscellaneous Provisions

Article 8

The Competent Authorities of the two Contracting States shall:



- (a) Make all necessary administrative arrangements for the implementation of this Agreement;
- (b) Designate their respective liaison agencies, which shall be responsible for the coordination of the agencies involved in the application of this Agreement and whose responsibilities shall be specified in an administrative arrangement;
- (c) Communicate to each other information concerning the measures taken for the application of this Agreement; and
- (d) 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 9

1. The Competent Authorities, agencies and liaison agencies 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.
2. The Competent Authorities, agencies and liaison agencies 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. The correspondence may be in the official language of either Contracting State.
3. An application or document may not be rejected by a Competent Authority, agency or liaison agency of a Contracting State because it is in the official language of the other Contracting State.

Article 10

1. Where the laws of a Contracting State provide that any document which is submitted to the Competent Authority or an agency 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 an agency of the other Contracting State in the application of this Agreement.



2. Documents and certificates which are presented for purposes of this Agreement shall be exempted from requirements for authentication by diplomatic or consular authorities.
3. Copies of documents which are certified as true and exact copies by a liaison agency of one Contracting State shall be accepted as true and exact copies by an agency of the other Contracting State, without further certification. The agency or liaison agency of each Contracting State shall determine in accordance with its laws the sufficiency of the evidence submitted to it from whatever source.

Article 11

1. A written application for benefits filed with an agency of one Contracting State shall protect the rights of the claimants under the laws of the other Contracting State if the applicant requests that it be considered an application under the laws of the other Contracting State.
2. If an applicant has filed a written application for benefits with an agency of one Contracting State and has not explicitly requested that the application be restricted to benefits under the laws of that Contracting State, the application shall also protect the rights of the 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 shall apply only to benefits for which an application is filed on or after the date this Agreement enters into force.
4. A written appeal of a determination made by an agency of one Contracting State may be validly filed with an agency of either Contracting State. The appeal shall be dealt with according to the procedure and laws of the Contracting State whose decision is being appealed.
5. Any claim, notice or written appeal which, under the laws of one Contracting State, must have been filed within a prescribed period with an agency of that Contracting State, but which is instead filed within the same period with an agency of the other Contracting State, shall be considered to have been filed on time.



Article 12

In any case to which the provisions of Article 11 apply, the agency to which the claim, notice or written appeal has been submitted shall indicate the date of receipt on the document or on a form agreed upon for this purpose pursuant to Article 8(a) and transmit it without delay to the liaison agency of the other Contracting State.

Article 13

1. Payments under this Agreement may be made in the currency of either Contracting State.
2. In case provisions designed to restrict the exchange or exportation of currencies are introduced by either Contracting State, the Governments of both Contracting States shall agree without delay on measures necessary to ensure the transfer of sums owed by either Contracting State under this Agreement.

Article 14

Unless otherwise required by the national statutes of a Contracting State, information about an individual which is transmitted in accordance with the Agreement to that Contracting State by the other Contracting State shall be used exclusively for purposes of implementing the Agreement. Such information received by a Contracting State shall be governed by the national statutes of that Contracting State for the protection of privacy and confidentiality of personal data.

Article 15

1. Any disagreement regarding the interpretation or application of this Agreement shall be resolved by consultation between the Competent Authorities.
2. If a disagreement cannot be resolved through negotiation, the Contracting States will endeavor to settle the issue through arbitration, mediation, or other mutually agreed procedure.

Article 16

This Agreement may be amended in the future by supplementary agreements which, from their entry into force, shall be considered an integral part of this Agreement. Such agreements may be given retroactive effect if they so specify.



PART V
Transitional and Final Provisions

Article 17

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 the Agreement, or to a lump-sum death benefit if the person died before the entry into force of the Agreement.
2. In determining the right to benefits under this Agreement, consideration shall be given to periods of coverage completed under the laws of either Contracting State and other events which occurred before the entry into force of this Agreement, except that the United States shall not take into account periods of coverage which occurred prior to 1937.
3. In applying paragraph 3 of Article 5 in the case of persons who were sent to the territory of a Contracting State prior to the date of entry into force of this Agreement, the period of employment referred to in that paragraph shall be considered to begin on that date.
4. Determinations concerning entitlement to benefits which were made before the entry into force of this Agreement shall not affect rights arising under it.
5. Any benefit which was denied or suspended in accordance with the domestic laws of a Contracting State on account of the nationality of the person concerned or of his residence in the territory of the other Contracting State but which is payable by virtue of this Agreement shall, at the request of the person concerned, be awarded or resumed effective with the date on which this Agreement enters into force.
6. Benefit rights which persons may have acquired before the entry into force of this Agreement shall be reviewed at their request or ex officio, taking into account the provisions of this Agreement. In no circumstances shall this Agreement result in a reduction of any cash benefit to which entitlement existed prior to its entry into force.
7. Provisions of Chilean laws limiting retroactivity of the right to benefits shall not apply to rights arising as a result of the entry into force of this Agreement, provided that the claimant submits an application for benefits within two years after the date of entry into force of this Agreement.



Article 18

1. This Agreement shall remain in force and effect until the expiration of one calendar year following the year in which written notice of its termination is given by one of the Contracting States to the other Contracting State.
2. If this Agreement is terminated, 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 based on periods of coverage completed before the date the Agreement is terminated.

Article 19

The Governments of both Contracting States shall notify each other in writing of the completion of their respective statutory and constitutional procedures required for the entry into force of this Agreement. This Agreement shall enter into force on the first day of the fourth month following the date of the last notification.

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

DONE at Santiago, Chile, on 16 February, 2000 in duplicate in the Spanish and English languages, each text being equally authentic.


FOR THE GOVERNMENT OF THE
REPUBLIC OF CHILE


FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA



ADMINISTRATIVE ARRANGEMENT
FOR THE IMPLEMENTATION OF THE AGREEMENT
ON SOCIAL SECURITY
BETWEEN
THE REPUBLIC OF CHILE
AND
THE UNITED STATES OF AMERICA

In conformity with Article 8(a) of the Agreement on Social Security between the United States of America and the Republic of Chile of this date, hereinafter referred to as the "Agreement", the Competent Authorities of the two Contracting States have agreed as follows:

PART I

GENERAL PROVISIONS

Article 1

The terms defined in Article 1 of the Agreement shall have the same meaning in this Administrative Arrangement.

Article 2

1. The liaison agencies referred to in Article 8(b) of the Agreement shall be:

(a) for Chile,

- the Superintendency of Pension Fund Administrators (Superintendencia de Administradoras de Fondos de Pensiones) for persons covered under the New Pension System;
- the Superintendency of Social Security (Superintendencia de Seguridad Social) for persons covered under the systems managed by the Institute of Social Security Standardization (Instituto de Normalización Previsional).



(b) for the United States, the Social Security Administration.

2. The liaison agencies designated in the preceding paragraph shall by mutual consent establish the joint procedures and forms necessary for the application of the Agreement and this Administrative Arrangement.
3. The Competent Authorities of each Contracting State may, by mutual agreement, name other liaison agencies.

Article 3

The following Agencies are designated for the application of the Agreement:

1. For Chile:

(a) As regards old-age, disability and survivors benefits:

- The Pension Fund Administrators for persons covered under the New Pension System, and
- The Institute of Social Security Standardization for contributors to the old Social Security systems.

(b) As regards the determination of disability:

- The Medical Committees of the Superintendency of Pension Fund Administrators for persons covered under the New Pension System;
- The Preventive Medicine and Disability Committees of the Health Service corresponding to the place of residence for contributors to the Institute of Social Security Standardization who reside in Chile and for those who have no periods of coverage under Chilean laws; and



- The Preventive Medicine and Disability Committee of the Central Metropolitan Health Service for contributors to the Institute of Social Security Standardization who do not reside in Chile.
- (c) As regards the payment of contributions to the health benefits system for purposes of Article 7, paragraph 9, of the Agreement:
- The Health Insurance Institutions (Instituciones de Salud Previsional); and
 - The National Health Fund (Fondo Nacional de Salud).
2. For the United States of America:
- The Social Security Administration.

PART II

PROVISIONS ON COVERAGE

Article 4

1. Where the laws of a Contracting State are applicable in accordance with any of the provisions of Article 5 of the Agreement, the liaison agency of that Contracting State, upon request of the person concerned, 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 proof that the named worker is exempt from the laws on compulsory coverage of the other Contracting State.

In order to determine residence as referred to in Article 5, paragraph 2, of the Agreement, at the request of the concerned person, the Chilean liaison agency shall procure the necessary information according to its laws and issue the certificate referred to above.

2. The liaison agency of a Contracting State which issues a certificate referred to in paragraph 1 shall furnish a copy of the certificate to the liaison agency of the other Contracting State as needed by the latter agency.



3. The certificate referred to in paragraph 1 shall be issued:

(a) in Chile,

- By the Superintendency of Pension Fund Administrators for persons covered under the New Pension System, and
- By the Superintendency of Social Security for contributors to the old Social Security systems.

(b) in the United States of America, by the Social Security Administration.

PART III

SPECIAL PROVISIONS ON BENEFITS

Article 5

1. Applications for benefits under the Agreement shall be submitted on forms to be agreed upon by the liaison agencies of the two Contracting States.
2. The agency of the Contracting State with which an application for benefits is first filed in accordance with Article 11 of the Agreement shall provide the liaison agency of the other Contracting State with such evidence and other information as may be required to complete action on the claim.
3. The agency of a Contracting State which receives an application that was first filed with an agency of the other Contracting State shall without delay provide the liaison agency of that Contracting State with such evidence and other available information as may be required for it to complete action on the claim.
4. The agency of the Contracting State with which an application for benefits has been filed shall verify the information pertaining to the applicant and his family members. The types of information to be verified shall be agreed upon by the liaison agencies of both Contracting States.



Article 6

In situations referred to in Article 7, paragraphs 4 and 9 of the Agreement, and at the request of a Chilean liaison agency, a person's status as a pensioner shall be confirmed by means of a certificate issued by the United States agency that awarded the benefit. Such certificate shall indicate the date the benefit was awarded and the amount as of the date the certificate was issued.

PART IV

MISCELLANEOUS PROVISIONS

Article 7

The liaison agencies of the two Contracting States shall exchange statistics annually on the number of certificates issued under Article 4 of this Administrative Arrangement. They shall also exchange statistics on the number of benefits paid in the other Contracting State, as well as the amount of the benefits.

Article 8

In accordance with procedures to be agreed upon pursuant to Article 2, paragraph 2, of this Administrative Arrangement, the liaison agency of one Contracting State shall, upon request of a liaison agency of the other Contracting State, furnish available information relating to the claim of any specified individual for the purpose of administering the Agreement.

Article 9

1. Where the agency or liaison agency of a Contracting State requests from the agency or liaison agency of the other Contracting State administrative assistance that would not be free of charge under Article 9 of the Agreement, the agency of the other Contracting State shall first inform the agency of the first Contracting State that the assistance requested shall not be free of charge and shall only be required to provide such assistance if both liaison agencies agree upon the time and manner of reimbursing the costs.



2. Upon request, the liaison agency of either Contracting State shall furnish without cost to the liaison agency of the other Contracting State any medical information and documentation in its possession relevant to the disability of the claimant or beneficiary.
3. Where the agency of a Contracting State requires that a person in the territory of the other Contracting State who is receiving or applying for benefits under the Agreement submit to a medical examination, such examination may be requested from the liaison agency of the other Contracting State, in which case it shall be arranged in accordance with the rules of the agency arranging the examination. The expenses shall be reimbursed by the agency which requests the medical examination.
4. The liaison agency or agency 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 agency or liaison agency of the other Contracting State.

Article 10

Benefits which, according to the laws of a Contracting State, are payable to beneficiaries who are staying or residing in the territory of the other Contracting State shall be paid to them directly.

Notwithstanding the previous sentence, the liaison agencies may agree upon other procedures for the payment of such benefits.



Article 11

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

DONE at Santiago, Chile, on *16 February, 2000* in duplicate in the Spanish and English languages, each text being equally authentic.


FOR THE COMPETENT AUTHORITY OF
THE REPUBLIC OF CHILE


FOR THE COMPETENT AUTHORITY OF
THE UNITED STATES OF AMERICA