

**Protocol amending  
the Agreement on Social Insurance Provisions**

**between  
the Republic of Moldova  
and  
the Republic of Estonia**

**The Republic of Moldova**

**and**

**the Republic of Estonia,**

**hereinafter *the Contracting Parties*,**

**desiring to amend the Agreement on Social Insurance Provisions between the Republic of Moldova and the Republic of Estonia, done at Tallinn, on October 19<sup>th</sup> 2011 (hereinafter referred to as "*the Agreement*"),**

**have agreed as follows:**

## Article 1

Throughout the text of the Agreement, the term „invalidity“ shall be replaced by the term „disability“.

## Article 2

1. Subparagraph 2 of paragraph 1 of Article 1 of the Agreement shall be replaced by the following:

“2) *competent authority*:

- in the Republic of Moldova: the Ministry of Health, Labour and Social Protection,
- and
- in the Republic of Estonia: the Ministry of Social Affairs;”

2. Subparagraph 6 of paragraph 1 of Article 1 of the Agreement shall be replaced by the following:

“6) *pension*:

- for the Republic of Moldova – periodical payments provided by legislation in case of old age, disability and loss of provider;
- and
- for the Republic of Estonia – periodical payments provided by legislation governing mandatory state pension insurance in case of old age and loss of provider;”

3. Subparagraphs 8 and 9 shall be added to Article 1 paragraph 1 of the Agreement:

“8) *personal data* – any data concerning an identified or identifiable natural person, regardless of the form or format in which such data exists;

9) *processing* – any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means.”

### **Article 3**

Paragraph 4 of Article 8 of the Agreement shall be replaced by the following:

“4. Persons receiving an old-age pension or a pension for disability of the Republic of Moldova shall not be entitled to a survivor’s pension at the same time. The payment of the awarded survivor’s pension shall be suspended, if the other Contracting Party awards to the person an old-age pension or the Republic of Moldova awards to the person a pension for disability.”

### **Article 4**

Article 9 of the Agreement shall be replaced by the following:

#### **“Article 9 Medical Examinations**

1. For the purposes of assessing the person's ability to work and disability, where this is relevant for a claim for a pension for disability, the competent institution of the Republic of Moldova shall apply its legislation.
2. To assist in the assessment referred to in paragraph 1 of this Article, the competent institution of the Republic of Estonia in whose territory the person resides shall, at the request of the competent institution of the Republic of Moldova forward to the latter free of charge any available relevant medical reports and documents provided by the person.”

### **Article 5**

Paragraph 3 of Article 10 shall be replaced by the following:

“3. If a person who was awarded the pension for incapacity for work by the Republic of Estonia, when he or she was residing in the territory of the Republic of Estonia, moves his or her place of residence to the territory of the Republic of Moldova, the Republic of Estonia shall continue to pay the pension for incapacity for work until the expiry of the determined term of the permanent incapacity for work, or, if the person’s category of disability or permanent incapacity for work has been determined for an unspecified

term, until the person reaches the national pensionable age of the Republic of Estonia.”

## **Article 6**

Article 10<sup>1</sup> shall be added to the Agreement:

### **“Article 10<sup>1</sup>**

#### **Protection of Personal Data**

1. For the implementation of this Agreement and the legislation, the competent institutions of the Contracting Parties shall process the personal data received from each other in accordance with this agreement and their national legislation.
2. The competent institutions of the Contracting Parties shall maintain and protect the confidentiality of the personal data received from each other. Personal data may be collected and processed only as necessary to apply the legislation referred to in this Agreement.
3. Any onward transfer of personal data to third persons is prohibited, unless the disclosure is required or permitted under the national legislation of the Contracting Parties.
4. The competent institutions of the Contracting Parties shall take all reasonable measures to ensure that personal data is up to date, complete and limited to what is necessary in relation to the purposes for which it is processed.
5. The competent institutions of the Contracting Parties shall take appropriate technical, physical and organizational measures to efficiently protect personal data against unauthorized processing, including unlawful access, use, disclosure, modification and destruction.
6. The competent institutions of the Contracting Parties shall inform each other without delay when they realize that personal data disclosed to each other is inaccurate, has changed or should not have been disclosed to each other. The competent institutions shall rectify any inaccurate personal data, erase or restrict access to such personal data.
7. The competent institutions of the Contracting Parties shall keep records of all the processing activities of the personal data.

8. The competent institutions of the Contracting Parties shall keep the personal data in a form, which permits identification of the person whom the data relates to, for no longer than is necessary for the purposes for which the personal data is processed.

9. The competent institutions of the Contracting Parties shall upon request provide the person, to whom the personal data relates, information about the content and processing of his or her personal data. A person may receive a copy of his or her personal data undergoing processing.

10. The competent institutions of the Contracting Parties shall, upon request of the person to whom the personal data relates, rectify his or her inaccurate personal data or restrict processing of such personal data without undue delay, except where the request is unfounded or there are some other legal grounds in the legislation of the Contracting Parties for refusing to fulfil the request.

11. Should the person find that his or her rights have been violated during the processing of his or her personal data, the Contracting Parties shall ensure that the person has the right to lodge a complaint to an independent data protection authority or court to protect his or her rights.

12. The Contracting Parties shall decide on the personal data that is necessary to apply this Agreement in the Implementing Arrangement of this Agreement."

#### Article 7

The Agreement and this Protocol shall be interpreted and applied as a single document.

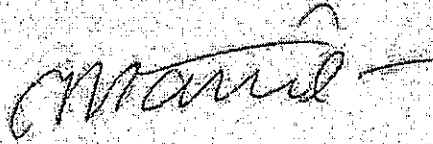
#### Article 8

This Protocol shall enter into force on the first day of the third month following the date when the Contracting Parties have confirmed in written notifications exchanged via diplomatic channels that the legal procedures for the entry into force of the Protocol have been completed. The date of exchanging written notifications shall be the date when the last notification is received.

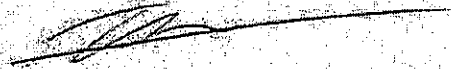
Done at *Tallinn*....., on *December 2*....., 20*20* in two original copies in the Romanian, Estonian and English languages, all texts being equally authentic. In case of dispute in interpretation, the English text shall prevail.

In witness whereof, the duly authorised representatives have signed this Protocol.

**For the Republic of Moldova**

A handwritten signature in cursive script, appearing to read 'Mancu', written in black ink.

**For the Republic of Estonia**

A handwritten signature in cursive script, appearing to read 'Muller', written in black ink.