Mr./ Ms. *(last name, first name)*,

date of birth:

place of birth: *(town and country)*: residing at *(full mailing address)*:

NNI :

**REPRESENTATION AGREEMENT**

**Between:**

Company (company name):

with a head office located at (address):

listed on its head office’s business/ company register under No. (number): and represented by (representative’s last name, first name, and capacity):

*Hereinafter referred to as* ***"the represented party,"***

**AND**

Company *(company name)*:

with a head office located at *(address)*:

listed on its head office’s business/ company register under “IRET No. *(number)*: and represented by *(representative’s last name, first name, and capacity)*:

***OR***

*Hereinafter referred to as "****the representative,"***

**Whereas:**

Pursuant to article L243-1-2 of the French Social Security Code, *"a corporate employer whose*

*company has no place of business in France, or a private-citizen employer who is not considered as a resident of France for income tax purposes, may submit all required declarations and payments of social security contributions provided for by law or agreement for the employment of salaried workers to a single collection office, which is designated by decree by the minister in charge of Social Security. To this effect, and as an exception to article L.241-8, the employer may appoint a representative who is a resident of France and who is personally responsible for filing declarations and for the payment of all amounts due."1*

**ARTICLE 1 – PURPOSE**

This agreement documents the understanding that has been reached between the represented party

and the representative as regards responsibility for filing declarations and paying French social security contributions.

It sets forth the requirements for filing declarations and for paying social security contributions to the single collection office, which was designated by a decree dated September 29, 2004:

**URSSAF Alsace**

TSA 60003

38046 GRENOBLE CEDEX 9 FRANCE

1 Article as amended by French law No. 2017-1836 of December 30, 2017 – art. 14

**ARTICLE 2 – THE REPRESENTATIVE’S RESPONSIBILITIES**

Pursuant to article L.243-1-2 of the French Social Security code, in this capacity, the representative

shall be responsible as of (effective date for this agreement) for filing all social security declarations and for paying all employee’s and employer’s contributions which are due on the earnings of (company name) employee(s) with membership in the French social security system.

Should the social security declarations and payments not be made on time, **legal action will be**

**brought** by the designated collection office **against the representative him/herself,** who will be

**personally liable for paying** the amount of any outstanding social security contributions.

**ARTICLE 3 – THE REPRESENTED PARTY’S RESPONSIBILITIES**

Pursuant to articles L.241-8 and L.243-1-2 of the French Social Security Code, the represented party

shall designate a representative for the purpose of filing social security declarations and paying social

security contributions on the represented party’s behalf.

**ARTICLE 4 – DURATION**

This representation agreement has been drawn up for an indefinite period of time.

**ARTICLE 5 – TERMINATION**

Either party may terminate this representation agreement by registered letter with return receipt.

The representation agreement shall remain binding upon the represented party for all periods prior

to the date of termination.

Termination shall have no retroactive effect, meaning that should legal action be brought against the

representative prior to termination, said termination will have no impact on ongoing legal proceedings.

The same is true for past periods which remain outstanding: these may give rise to legal action

against the representative regardless of termination.

Once the agreement has been terminated, the represented party shall be solely responsible for filing

all required declarations and for the payment of all social security contributions.

**ARTICLE 6 – APPLICABLE LAW**

This agreement is subject to French law. Jurisdiction belongs to the courts with jurisdiction over the

representative’s geographical area of residence.

Signed at

On

Represented party

Representative

Signature of the represented party, preceded by the hand-written words "Valid as authorization"

Signature of the representative, preceded by the hand-written words "Valid as acceptance of authorization"

N.B. An appendix about the role of URSSAF Alsace is attached to this agreement and is also available

online at [www.foreign-companies-urssaf.eu](http://www.cnfe-urssaf.eu)

**Appendix to the representation agreement**

Determination of URSSAF Alsace’s role with regard to the representation agreement, pursuant to

article L243-1-2 of the French Social Security code

*As URSSAF Alsace is not a party to this representation agreement, the purpose of this document is to*

*indicate that there is nonetheless a three-way relationship between URSSAF Alsace, the representative, and the represented party. This means that while the parties to the representation agreement may modify the model agreement that is provided, no exceptions may be made to certain prerogatives which belong to URSSAF Alsace.*

* RESPONSIBILITIES OF THE REPRESENTATIVE AND THE REPRESENTED PARTY

Pursuant to article L.243-1-2 of the French Social Security code, an employer may appoint a

representative residing in France to file the company’s social security declarations and pay all amounts due.

As a result, should the aforementioned social security declarations or payments not be made on

time, URSSAF Alsace may bring legal action against the representative him/herself, who will be personally liable for paying the amount of any outstanding social security contributions.

It should however be noted that bringing legal action against the representative does not preclude

legal action against the represented party in order to obtain a joint and several court ruling against both parties. This means that legal action can be brought against either party individually or against both parties together in order to secure the claim submitted against them by URSSAF Alsace.

No payment that has been made between the representative and the represented party shall be

binding upon URSSAF Alsace, as the only type of payment that can be binding upon that authority is one that was made directly to URSSAF Alsace in payment of contributions.

It should further be noted that the representation agreement cannot be considered as binding upon

URSSAF Alsace until said authority has been notified of it, and that the purpose of the agreement is to facilitate the reporting and payment of social security contributions, not to relieve the represented party of any liability and obligations with regard to URSSAF Alsace.

* TERMINATION

If one of the parties terminates the representation agreement, URSSAF Alsace must be notified of said termination by registered letter with return receipt, without which the termination cannot be considered as binding upon URSSAF Alsace.

If URSSAF Alsace has not been notified of the termination of the agreement, it can continue the

collections process against the representative.

Whatever the circumstances, even once URSSAF Alsace has been notified of the termination of the

agreement, said representation agreement shall remain binding upon the represented party for all periods prior to the date of termination.

As termination has no retroactive effect, should legal action be brought against the representative

prior to termination, said termination will have no impact on legal proceedings.

Once the agreement has been terminated, the represented party shall be solely responsible for filing

all required declarations and for the payment of all social security contributions. The same shall also be true if the representative should go missing, or if collective proceedings should be brought against the representative which prevent him/her from fulfilling their responsibilities as a representative.

These situations will be considered as terminating the agreement.