

# COUNCIL OF EUROPE CONSEIL DE L'EUROPE

Strasbourg, 20 October 1970

CE/Soc (70) 20



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## SOCIAL COMMITTEE

(30th Meeting)

Model text for the agreement to be  
concluded between the person placed  
au pair and the receiving family

### Draft

By 15 October 1970, eight delegations had submitted to the Secretariat their observations on the draft model agreement submitted at the 29th session of the governmental Social Committee.

Seven of these replies were based on the preliminary draft prepared by the Secretariat, whilst the eighth (from the delegation of the Federal Republic of Germany) contained a counter-proposal. It should be added, however, that, although the Austrian delegation sent in its comments on the preliminary draft prepared by the Secretariat, it declared its preference for a very simple text, such as that which appears in Appendix III to document CE/Soc (70) 9.

In the new draft below the Secretariat has endeavoured to take into account all the observations received, incorporating all the new suggestions. Those suggestions which were put forward by only one or two delegations and are unconnected with any provision of the European Agreement on Au Pair Placement are given in square brackets.

Moreover, since it was not considered possible to follow the lines of the German delegation's counter-proposal or to adopt all the suggestions contained therein, the Secretariat felt that this proposal should be given in an appendix to this document.

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The text given below is intended as a model, some clauses of which will need to be adapted by each government according to particular circumstances; for example, the article dealing with social security will have to be made to conform with national legislation. Similarly, the name and address of the competent authority or organisation chosen by that authority will have to be specified in each case.

It is intended that this model shall be appended to a Committee of Ministers' resolution.

Although there would be no connection between this resolution and the European Agreement on Au Pair Placement, the Contracting Parties who had accepted the Agreement would then have to amend the model appended to the resolution in the light of the text of the Agreement, depending on the authorised reservations which they might have made (see Annex II to the European Agreement on Au Pair Placement).

This Agreement

relating to an au pair placement in accordance with Articles 6 and 7 and the other relevant provisions of the European Agreement on Au Pair Placement of 24 November 1969, is concluded between

Mr. (or Mrs.) .....

resident at .....

.....

hereinafter referred to as "the host", and

Mr. (Mrs. or Miss).....

born on .....(1)

of..... nationality

domiciled at .....

last resident at .....(2)

hereinafter referred to as "the au pair".

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- (1) According to Article 4 of the European Agreement on Au Pair Placement, the person placed "au pair" shall not be less than 17 or more than 30 years of age. Nevertheless, exceptions to the upper age limit may be granted by the competent authority of the receiving country in individual cases when justified.
  - (2) Please also state the last place of residence and where appropriate, the country.

1. The au pair shall be received by the host family in return for the services set out in paragraph 4 of this Agreement for a period of.....months/an indefinite period (1), it being understood that during this period the au pair shall be given the opportunity to improve his/her culture and linguistic knowledge.

The Agreement shall enter into force on.....

2. The host undertakes to offer the au pair the possibility of participating in family life, as follows:

.....

3. In addition to board and lodging (2), the host shall pay the au pair at the end of/at the beginning of (requested by the Austrian delegation) each month/each week, the sum of .....as pocket money.

4. In return, the au pair undertakes to participate in day-to-day family duties and to furnish the following services:

.....(3)

5. The time devoted to such services shall not exceed .....hours per day (4).

The host and the au pair may agree that two hours' baby sitting are equivalent to one hour of participation in day-to-day family duties (requested by the Norwegian delegation).

In principle participation in family duties shall not extend beyond 8 p.m. and baby sitting shall not extend beyond 10 p.m. (requested by the Federal German delegation).

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- (1) According to Article 3 of the European Agreement on Au Pair Placement, the initial period shall not exceed one year but may be extended to permit of a maximum stay of two years. Where the agreement has been concluded for an unspecified period, either party shall be entitled to terminate it by giving two weeks' notice. Delete whichever does not apply.
  - (2) The European Agreement on Au Pair Placement specifies that, where possible, the au pair shall occupy a separate room.
  - (3) Please specify the work which the au pair will be required to perform.
  - (4) According to Article 9 of the European Agreement on Au Pair Placement, the time effectively occupied in such services shall generally not be more than five hours per day.

6. The au pair's services shall be arranged in such a way as to enable him/her to improve his/her culture and linguistic and professional knowledge, in particular by attending courses in.....

7. The au pair shall have.....free day(s) per week (1) and shall have full opportunity to take part in religious worship. He/she shall also.....

8. ☒The au pair shall receive one week's holiday for each six month period of residence with the host/ (requested by the Austrian delegation).

9. (Each country should adopt, adapting it where necessary, the alternative which accords best with national circumstances).

The host undertakes to affiliate the au pair to the social security scheme in respect of the following benefits:

.....(2)

or

The host shall take out a private insurance guaranteeing the au pair the following benefits.....(2). The whole/half of the premiums (3) shall be paid by the host.

10. The au pair agrees to comply with any formality necessary on his/her part to enable the host to fulfil his/her obligations under paragraph 8 of this agreement.

11. In the event of serious misconduct by one of the parties, the other party may immediately terminate this agreement. Either of the parties may also terminate the agreement with immediate effect if serious circumstances make such instant termination necessary.

12. ☒In the event of the au pair's falling ill, the host shall provide board and lodging until such time as other arrangements have been made/ (requested by the Federal German and Austrian delegations).

13. In the event of any dispute, the present agreement shall be interpreted according to the law of .....

☒However, before having recourse to the courts, the parties shall submit their difficulties to the competent authorities/ (requested by the delegations of Cyprus and Austria).

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(1) According to Article 8, paragraph 3 of the European Agreement on Au Pair Placement, the au pair shall have at least one full free day per week, not less than one such free day in every month being a Sunday.

(2) The protocol to the European Agreement provides that the benefits payable in case of sickness, maternity, accident, should ensure, as far as possible, that the cost of medical treatment, pharmacy and hospital care is covered.

(3) Delete whichever does not apply.

14.. The host shall make the following declarations, of which the au pair shall take note:

- (a) that the family consists of .....persons,  
including .....adults, .....male children  
aged.....and .....female children  
aged.....
- (b) that he/she occupies a house/flat (1) of.....rooms  
including.....bathroom(s), in which the au  
pair shall have a separate room/shall share (1) a  
room with.....(2)  
situated.....(3) from a shopping centre  
" .....from a cinema  
" .....from a school where the  
au pair can attend language  
courses.
- (c) that his/her occupation is.....
- (d) that his/her spouse occupation is .....
- (e) that the following domestic staff are employed  
in the home.....

15. ☒ The host shall extend to the au pair the following return travel facilities...../ (requested by the Austrian delegation)

A copy of this agreement has been lodged with.....(4)  
Done at....., this.....day of .....

Signature of the au pair  
(if the au pair is a minor  
signature of his/her legal  
representative)

Signature of the host

.....Where appropriate, stamp of the competent  
authority or authorised body.

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- (1) Delete whichever does not apply.
  - (2) According to Article 8 of the European Agreement on Au Pair Placement, the au pair shall, where possible occupy a separate room.
  - (3) Please indicate distance.
  - (4) According to Article 6, paragraph 2, taken in conjunction with Article 12 of the European Agreement, a copy of this agreement shall be lodged with the competent authority, the public body appointed by such authority or the private body authorised to deal with au pair placement.

A P P E N D I X

Draft

Model Agreement on au pair placement  
(governing au pair placement, as between  
the host family and the au pair)

submitted by the delegation of the  
Federal Republic of Germany

The following agreement on au pair placement is  
concluded between (name of the host family).....  
residing at .....

and

(name of the au pair).....  
born on .....at.....  
residing at .....  
occupation.....  
(and his/her legal representative.....  
if the au pair is a minor):

Paragraph 1

In order to enable him/her to acquire a knowledge of the  
culture habits, customs and traditions of the host country,  
to improve his/her knowledge of the language of that country  
and to seek professional improvement,

Miss/Mr.....  
shall be received, in return for certain services, for a  
period of.....month(s)/year/an indefinite period  
in the household of.....

The Agreement shall enter into force on.....

The family consists of.....persons, including:

.....children aged .....years  
(.....boys.....girls)

The occupation of the husband/wife is.....

Paragraph 2

The head of the household undertakes to enable  
Miss/Mr..... to participate in the life of the family,  
to enable him/her to take his/her meals wherever possible  
together with the family and to assist him/her in pursuing  
the purpose of his/her stay (1).

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(1) E.g., by providing information on language and  
literature classes, etc.

Paragraph 3

Miss/Mr.....shall, in addition to board and lodging, receive an amount of.....each week/every two weeks/month, payable each week/every two weeks/month, as pocket money.

The au pair shall be given, within the house/flat of the host family, a separate room complying with the appropriate building standards and health regulations and heated by coal/gas/oil/electricity.

Paragraph 4

Miss/Mr.....undertakes to perform his/her share of the following normal daily household tasks (excluding heavy work, which is carried out by another domestic employee) and conscientiously to perform the work requested of him/her (1)  
.....

Paragraph 5

As a general rule, the length of time for which the au pair is required to perform, or to be available to perform, domestic work shall not exceed five hours per day. When establishing the hours during which the au pair is required to work in the house, the host shall take ample account of his/her legitimate wishes connected with the purpose of his/her stay in the host country, such as a wish to attend language classes. The au pair shall not normally be required to work after 8 p.m. He/she should not normally be required to look after children after 8 p.m., and is no case after 10 p.m.

Paragraph 6

The au pair shall have at least one full free day per week, not less than one such day in each month being a Sunday. On other Sundays and religious holidays, the au pair shall have full opportunity to take part in religious worship.

Paragraph 7

The head of the household agrees to take the necessary steps to ensure that Miss/Mr.....is affiliated to the sickness, maternity and accident insurance scheme in accordance with the social security legislation in force in the host country.

Or, (where no legislative provisions apply):

The head of the household undertakes to arrange for Miss/Mr.....to be covered by a private insurance against sickness, maternity and accident.

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- (1) The services which the au pair is required to perform should be listed precisely: e.g. supervision of children while they do their homework, gardening, etc.



The whole/half of the insurance premiums/social security contributions, representing an amount of..... shall be paid by the head of the household.

In the event of the au pair's falling ill, the host family shall provide him/her with board and lodging until such time as other arrangements have been made.

Paragraph 8

Either party may terminate any agreement concluded for an indefinite period by giving two weeks' notice.

Termination of the agreement without notice shall be permitted only in the event of serious misconduct by one of the parties or where serious circumstances justify such instant termination, regardless of the period, whether specified or indefinite, of the Agreement.

.....  
(Signature of the head of  
the household)

.....  
(Signature of the  
au pair)

.....  
(Signature of the legal  
representative if the  
au pair is a minor)