

Case handler: Bernhard Zaglmayer  
Tel: +32 2 286 1897  
e-mail: bza@eftasurv.int

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Ministry of Labour and Social Inclusion  
Postboks 8019 Dep  
0030 Oslo  
Norway

Dear Sir/Madam,

**Subject: Aggregation of insurance periods from international organisations for retirement pension in Norway**

Reference is made to the Authority's request for information from 16 April 2025 (Doc. No. 1528126) and the reply of the Norwegian Government (Doc. No. 1540241; your ref. 25/1355-). The Directorate has assessed the reply in detail and has some follow-up questions, in particular, in respect to question 2.

In Norway's reply to question 2 on page 4 (concerning the national insurance scheme – NIA), the Norwegian Government states that it does not take into account periods of work in an international organisation for the purpose of fulfilling national qualifying periods, but it treats such periods as "neutral", as explained by way of an example. That example states that a person that has been in such international service and returns to Norway and becomes disabled after one year, the condition of being insured at least five years immediately prior to the contingency (onset of disability) is met if the person was insured at least four years immediately prior to the time that he or she started the service at the international organisation.

The Court of Justice of the EU has held in established case law that persons working in an international organisation in another EU Member State are to be considered migrant workers in the sense of the TFEU.<sup>1</sup> The Court of Justice has consequently held that the requirements for having been affiliated to a national social security system has to be assumed to be fulfilled, if the person had respective insurance affiliation in an international organisation, in particular, if it concerns an EU institution.<sup>2</sup> In the light of the principle of homogeneity, these findings apply to the EEA EFTA States under the EEA Agreement and the related EFTA institutions.

The findings of the Court seem to differ from what is set out in the Norwegian national legislation in Section 2-5 NIA, namely that such periods are treated as "neutral" periods. For the Court of Justice, these periods must have legal effect for the national social security system. The difference in practice is that, taking the situation of your example stated in the reply letter, if a person had less than 4 years of insurance affiliation in Norway before joining an international organisation, he would not be entitled to a disability benefit in Norway after one year. If the time period at the international organisation would be counted in, he would be entitled to it earlier.

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<sup>1</sup> See CJEU Case C-27/20, *CAF*, paragraphs 19-20 and case-law referred to there.

<sup>2</sup> See CJEU Cases C-137/04, *Rockler*; C-185/04, *Öberg*; C-647/13, *Melchior*; and C-651/16, *DW*.

1. Could you please explain whether you see Section 2-5 NIA treating periods of affiliation with an international organisation as “neutral” period still to be in line with the established case law of the CJEU, as set out above?

In reply to question 2 of that letter on page 5, the Norwegian Government explained that “[i]n the event of leave from an employer where the position has membership in the Public Service Pension Fund, it is possible in some cases to maintain pension accrual in the Pension Fund when working for an international organisation as a result of a separate collective agreement entered into between the Ministry of Digitalisation and Public Governance and employee organisations in the central government collective area (“leave agreement”).

The leave agreement allows for pension accrual for a period of up to five years (emphasis added) during which the employee is on leave in order to work for an international organisation abroad (cf. the Leave Agreement, part I, point 3). In note eight, the Ministry of Digitalisation and Public Governance describes the international organisations covered by the provision: *“International organisations refer to organisations where several countries are represented, and where the Norwegian state has special interests, for example organisations within the UN, EU/EEA and NATO.”* In the event of uncertainty as to whether an organisation is included or not, the Ministry of Digitalisation and Public Governance must provide its conclusion in the matter. For the period to be considered pensionable under the leave agreement, the member must also be insured under the NIA, cf. part III, third paragraph in the agreement.”

As mentioned above, personnel at international organisations are to be seen as “workers” under Article 28 EEA. Thus, EEA nationals working for an international organisation in an EEA State other than their home State may not be refused the rights and social advantages which Article 28 EEA affords them.<sup>3</sup> Whether such rights can be restricted have to be assessed with a proportionality test in the light of justified reasons of public interest.<sup>4</sup> In this context, it must be recalled that national legislation is only appropriate for ensuring attainment of the objective pursued if it genuinely reflects a concern to attain it in a consistent and systematic manner.<sup>5</sup> In other words it needs to be coherent.

In respect to these two paragraphs of page 5 of Norway’s reply, the Directorate has the following questions:

2. Do you consider that the limitation of international organisations “*with special interest to Norway*” for granting certain social security rights is in line with the principles set out by the CJEU in its case law presented above?
3. Do you consider that the pension accrual that is limited to 5 years is coherent with the objective it intends to protect and should not be extended to the whole period a person is with an international organisation, at least in cases where the concerned person leaves from and returns to the Norwegian civil service?
4. Does the Directorate understand correctly the last sentence of paragraph 2 in a way that such accrual of five years of insurance would only be granted if the person would also pay contributions to the NIA?

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<sup>3</sup> CJEU Case C-466/15, *Adrien and Others*, paragraph 25

<sup>4</sup> CJEU Case C-27/20, *CAF*, paragraph 32 and case-law referred to there.

<sup>5</sup> CJEU C-169/07, *Hartlauer Handelsgesellschaft mbH*, paragraph 55 and case-law referred to there.

The Norwegian Government is invited to submit the above information, as well as any other information it deems relevant to the case, so that it reaches the Authority by *27 October 2025*. Please enclose copies of any relevant national legislation, including English translations if available.

Yours faithfully,

Maria Moustakali  
Deputy Director  
Internal Market Affairs Directorate

*This document has been electronically authenticated by Maria Moustakali.*