**DRAFT INDIVIDUAL AGREEMENT ON THE GRANTING OF ECO-VOUCHERS**

**(Paper or electronic format)**

(To be included in the employment contract or amendment)

BETWEEN: The company ...................................................., with its registered office is located at ...................................................................................................................................................................

Represented by ............................................................................... Hereinafter

“the employer”;

AND: Mr/Ms .........................................., residing at

................................................................

Hereinafter “the employee”.

**THE FOLLOWING IS NOW HEREBY AGREED**

1. **Subject**

This agreement sets out the terms and conditions for the granting of eco-vouchers applicable to the parties. It is concluded in application of Article 19*quater* of the Royal Decree of 28 November 1969 implementing the law of 27 June 1969 revising the decree-law of 28 December 1944 concerning the social security of employees.

1. **Granting of electronic eco-vouchers** *(art. to be deleted if paper eco-vouchers are chosen)*

The parties agree that eco-vouchers will be granted to the employee, in electronic form, in accordance with the terms and conditions set out in this agreement.

1. **Support for eco-vouchers granted in electronic form[[1]](#footnote-1)** *(art. to be deleted if paper eco-vouchers are chosen)*

The employee who receives electronic eco-vouchers receives a medium provided free of charge (a card). In the event of loss or theft of the medium, the employee will bear the cost of the replacement medium, which shall be equal to EUR [amount][[2]](#footnote-2). Unless the employee objects, this amount shall be deducted from the next net pay due to them.

1. **Amount of eco-vouchers**

The employee who is employed full time throughout the reference period, shall receive eco-vouchers up to a total amount of EUR [amount][[3]](#footnote-3) per year. The maximum nominal value of each eco-voucher is EUR [amount][[4]](#footnote-4).

The parties expressly reserve the right of the employer to reduce the nominal value or the total amount of the eco-vouchers in the event of a change in the regulations applicable to the exemption of eco-vouchers from social security contributions.

1. **Number of eco-vouchers**

The number of eco-vouchers to which the employee is entitled for a given reference period, and the total amount thereof, is calculated at least in proportion to the periods of employment during the reference period, in accordance with the provisions of collective labour agreement No. 98.

The total amount of eco-vouchers may also be calculated in proportion to the work arrangement under which the employee was employed during the reference period. However, the reduction in working hours resulting from parental leave is neutralised for the application of this pro rata.

1. **Reference period**

The reference period is 12 calendar months. The first reference period for which eco-vouchers shall be granted under this agreement shall start on the first calendar day of the month of [month, year] and end on the last calendar day of the month of [month, year]. Eco-vouchers are granted within one month of the end of the reference period.

1. **Entry into force and term of application**

This agreement is concluded for a fixed period of [x] months/years. It shall come into force on [date] and expire automatically on [date].

***[or (choose the applicable paragraph and delete the other paragraph)]***

This agreement is concluded for an indefinite period. It comes into force on the day it is concluded. It may be terminated by each of the parties giving [x] months’ notice by registered letter sent to the other parties. The period of notice shall begin on the day after the day on which the last registered letter is sent, the postmark being considered as proof.

The parties expressly agree that this agreement does not alter existing employment contracts, either explicitly or implicitly, and that the benefits provided for in this agreement are granted only for the term of this agreement.

Notwithstanding the above provisions, the present agreement will be terminated automatically in the event of legal or regulatory changes which adversely affect the tax or social security regime from which the eco-vouchers granted under the present agreement benefit.

Agreed at ................................, on ..........................., in two original copies, each party acknowledging receipt of its own.

The employee For the employer

(Name + position)

(Signatures preceded by the handwritten words

“Read and approved”)

1. Article 3 to be deleted if the employer bears the cost of replacement media in the event of loss or theft. [↑](#footnote-ref-1)
2. Up to the nominal value of a meal voucher if the employee also receives meal vouchers. Otherwise, the maximum amount that can be charged to the employee is EUR 5. [↑](#footnote-ref-2)
3. A maximum of EUR 250 per year. [↑](#footnote-ref-3)
4. A maximum of EUR 10. [↑](#footnote-ref-4)