

## Conclusions and Recommendations

### I. The Special Commission

1. The First Meeting of the Special Commission (SC) to review the practical operation of the *Convention of 23 November 2007 on the International Recovery of Child Support and Other Forms of Family Maintenance* (2007 Child Support Convention or Convention) and the *Protocol of 23 November 2007 on the Law Applicable to Maintenance Obligations* (2007 Maintenance Obligations Protocol or Protocol) was held in The Hague from 17 to 19 May 2022. It was attended by a total of 204 delegates, with 100 delegates attending in person, at the Academy Building of the Peace Palace and 104 delegates attending remotely, via videoconference. Delegations represented 50 HCCH Members and six non-Member States as well as Observers from one intergovernmental organisation, six international non-governmental organisations, and members of the Permanent Bureau (PB).<sup>1</sup>
2. The SC adopted the following Conclusions and Recommendations:

### II. General operation of the 2007 Child Support Convention

#### II.1. General assessment of the operation of the 2007 Child Support Convention

3. The SC acknowledged the responses to the Questionnaire of August 2019 on the practical operation of the 2007 Child Support Convention (hereinafter, 2019 Questionnaire),<sup>2</sup> which confirm that, in general, the Convention is operating smoothly and that it is fit for purpose.

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<sup>1</sup> The following Members of the HCCH were represented: Argentina, Australia, Austria, Belarus, Belgium, Brazil, Bulgaria, Burkina Faso, Canada, Chile, Croatia, Czech Republic, Denmark, Ecuador, El Salvador, Estonia, European Union, Finland, France, Germany, Honduras, Hungary, Ireland, Israel, Italy, Japan, Republic of Korea, Latvia, Lithuania, Mexico, Mongolia, Netherlands, New Zealand, Nicaragua, Norway, Paraguay, Philippines, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, Uruguay, United States of America, Venezuela; in addition to the following non-Member States: Algeria, Colombia, Cuba, Guatemala, Holy See, Trinidad and Tobago; the following intergovernmental organisations: Organisation of Eastern Caribbean States (OECS); and the following international non-governmental organisations: Child Identity Protection (CHIP), European Association of Private International Law (EAPIL), International Academy of Family Lawyers (IAFL), International Bar Association (IBA), Law Society of England and Wales, National Child Support Enforcement Association (NCSEA).

<sup>2</sup> "Questionnaire on the practical operation of the Convention of 23 November 2007 on the International Recovery of Child Support and Other Forms of Family Maintenance", Prel. Doc. No 1 of August 2019, available on the HCCH website at [www.hcch.net](http://www.hcch.net) under "Child Support Section" then "Special Commission meetings".

4. The SC recognised the value of the Explanatory Report on the 2007 Child Support Convention,<sup>3</sup> adopted by consensus by the Twenty-First Session,<sup>4</sup> and other tools such as the Practical Handbook for Caseworkers,<sup>5</sup> the Recommended Forms, the Country Profile and the Implementation Checklist, adopted by consensus by the November 2009 Meeting of the Special Commission on the implementation of the 2007 Child Support Convention and of the 2007 Maintenance Obligations Protocol.

## II.2. Interpretation of the term “residence” (Art. 9)

5. Recalling Article 53 of the 2007 Child Support Convention, the SC reminded Contracting Parties that the Convention should be interpreted having regard to its international character and to the need to promote uniformity in its application.
6. With regard to submitting an application through the Central Authorities, the SC noted that Contracting Parties should have recourse to the Explanatory Report for interpretation purposes and recalled paragraph 228 thereof, which provides that “[t]he ‘residence’ of the applicant must be more than ‘mere presence’. On the other hand, ‘habitual residence’ is not required; the intention behind the use of simple ‘residence’ is to provide easier access to the Central Authorities and to ensure that it is as easy as possible to apply for the international recovery of child support. A child requires financial support wherever she or he may be living and should not have to satisfy a strict residency test in order to apply for assistance to receive it.”
7. The SC confirmed that, where the creditor is a child studying abroad and the debtor habitually resides or has assets in another Contracting Party than the State of either the residence or habitual residence of the creditor that creditor can make an application under the 2007 Child Support Convention through the Central Authority of either the place of the child’s habitual residence or in their place of residence where they are studying. The creditor may take into account many factors in deciding which Central Authority can assist in this regard, bearing in mind that support is usually needed for a prolonged period of time.

## II.3. Applications made in the name of a “creditor child” – information about the “custodial parent”

8. The SC noted that, in the case where the child is an applicant, information concerning the name of the non-debtor custodial parent should be written under “Other information” in Section 10 of the Recommended Form.

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<sup>3</sup> Unless otherwise specified, any reference to the “Explanatory Report” should be understood to mean the [A. Borrás and J. Degeling, Explanatory Report – Convention on the International Recovery of Child Support and Other Forms of Family Maintenance](#).

<sup>4</sup> At its April 2010 meeting, the Council on General Affairs and Policy (CGAP) welcomed the completion and publication of the [Explanatory Report](#) on the 2007 Child Support Convention further to the consultation of all Members and non-Members which attended the Twenty-First Session of the HCCH.

<sup>5</sup> Permanent Bureau of the Hague Conference on Private International Law, *Practical Handbook for Caseworkers under the 2007 Child Support Convention*, 1st ed., The Hague, 2013. Available on the HCCH website at [www.hcch.net](http://www.hcch.net) under “Child Support Section”, then “HCCH publications”.

9. The SC invited Contracting Parties to consult the Guidance to complete the Mandatory and Recommended Forms under the 2007 Child Support Convention for assistance in completing the Mandatory and Recommended Forms.<sup>6</sup>

**II.4. Public bodies as applicants (Art. 36)**

10. Noting that, in practice, public bodies in the majority of Contracting Parties are entitled to legal assistance, the SC encouraged requested States to provide legal assistance to public bodies.
11. Recalling Article 36(4), the SC invited public bodies to provide, at first instance, any documents necessary to support their application, with a view to avoid any unnecessary and time-consuming communications between requested and requesting States.
12. The SC invited public bodies to consult the Guidance to complete the Mandatory and Recommended Forms under the 2007 Child Support Convention for assistance in completing the Mandatory and Recommended Forms.<sup>7</sup>

**II.5. Transmission of applications within States with a non-unified legal system (Art. 4(2))**

13. The SC encouraged Central Authorities of Contracting Parties with a non-unified legal system to communicate with the Central Authority designated in accordance with Article 4(2) for the purpose of transmitting applications from one territorial unit to another within their State.
14. The SC noted that, where there is any doubt, requesting States can always send their applications to the Central Authority designated in accordance with Article 4(2).

**II.6. Time frame for the acknowledgment of receipts of applications (Art. 12(3))**

15. The SC reminded Contracting Parties to acknowledge receipt of applications using the mandatory form set out in Annex 2 of the Convention within the six-week time frame, as provided for in Article 12(3) of the 2007 Child Support Convention.

**II.7. Conditions to access legal assistance in the requested State, particularly the examination of the debtor's resources (Art. 17(b))**

16. The SC recalled Article 2(1)(a), which provides that the 2007 Child Support Convention applies to maintenance obligations arising from a parent-child relationship towards a person under the age of 21 years without regard to the age of the applicant creditor at the time of the application.

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<sup>6</sup> Prel. Doc. No 7 of April 2022, available on the HCCH website (see path indicated in note 2).

<sup>7</sup> *Ibid.*



17. The SC reminded Contracting Parties that, at the stage of any proceedings for recognition and enforcement, the applicant (*i.e.*, the creditor or the debtor) who, in the State of origin, has benefitted from free legal assistance shall be entitled to benefit, at least to the same extent, from free legal assistance as provided for by the law of the State addressed under the same circumstances (Art. 17(b)).
- II.8. [Application of the 2007 Child Support Convention to children regardless of the marital status of their parents \(Arts 1, 2\(4\), 6\(1\) and 6\(2\)\(h\), 7\(1\), 10\(1\)\(c\) and 10\(3\), 15\(2\) and 22\(a\)\)](#)
18. Recalling Article 2(4) of the Convention, the SC reminded Central Authorities to process all applications and requests concerning child support, regardless of the marital status of the parents. Similarly, the SC reminded Contracting Parties of their obligation to have available, in their domestic law, the applications provided under Article 10(1) and 10(2) and, as required by Article 14, to provide effective access to procedures, including enforcement and appeal procedures, arising from these applications, regardless of the marital status of the parents. The SC noted that in some States, child support can be ordered without the establishment of parentage.
- III. Restrictions on access to personal data**
- III.1. [Location of the respondent \(debtor\) \(Art. 6\(2\)\(b\)\)](#)
19. The SC reminded requested States to take all appropriate measures to locate the respondent (particularly the debtor) without necessarily disclosing their location but confirming their presence in their State.
20. The SC further noted that Contracting Parties should not automatically invoke their privacy laws to refuse to carry out their obligations under the 2007 Child Support Convention.
- III.2. [Information regarding the income and other financial circumstances of the debtor or creditor \(Art. 6\(2\)\(c\)\)](#)
21. The SC encouraged requested Central Authorities, to take all appropriate measures to help obtain relevant information on the income and, if necessary, other financial circumstances, including the location of assets, of the debtor or creditor and, where appropriate, to contact them to obtain the information voluntarily.
22. The SC noted that Central Authorities may also seek the assistance of another body, including, for example, the Public Prosecutor or the State Attorney, to obtain this information from government databases in conformity with the access to information and privacy laws of the requested State.



23. The SC invited Contracting Parties, in their implementing measures, to balance the right of the child to financial support against the right of an adult to privacy and emphasised that the right of the child should take precedence.

#### **IV. Recognition and enforcement of maintenance decisions**

##### **IV.1. Recognition and enforcement of maintenance decisions concerning relationships not provided by the law of the requested State (Art. 22(a))**

24. The SC reminded Contracting Parties that, even though some forms of relationships are not provided for under the law of the requested State, competent authorities can still recognise and enforce, in accordance with Article 19(2), maintenance obligations arising from these relationships under the 2007 Child Support Convention, without recognising such relationships *per se*.

##### **IV.2. Grounds for refusing recognition and enforcement in cases where the respondent has neither appeared nor was represented in the proceedings in the State of origin (Art. 22(e))**

25. The SC encouraged competent authorities to obtain information about the requirements of the State of origin of the decision concerning “proper notice of proceedings” before refusing recognition and enforcement of a decision on the basis of Article 22(e).
26. Where a decision establishing maintenance was taken by default (*i.e., in absentia*) and the method of service used in the requesting State has been contested on previous occasions, the SC highlighted the possibility for requesting States to provide an explanation of the method of service with the application, as part of, or along with, the document attesting to proper notice under Article 25(1)(c), to avoid time-consuming communications between requested and requesting States.
27. To this effect, the SC noted that the Recommended Form “Statement of Proper Notice” could be used “to provide an explanation of the method of service with the application”, although the form does not specifically include an explanation of the method, an explanation could be added. The form could be revised to prompt this in future.

#### **V. Enforcement matters under the 2007 Child Support Convention**

##### **V.1. Enforcement of decisions that set the amount of child support in percentage**

28. In order to assist with the enforcement of a decision, the SC encouraged requesting States not to set maintenance as a percentage of the debtor’s income but rather to set it as a fixed amount. If this is not possible, requesting States are encouraged to, at least, indicate whether the percentage of income relates to the gross or net income of the debtor.



29. The SC highlighted that, if maintenance is set as a percentage, a document specifying the amount to be collected and, where possible, the basis for such calculation could be transmitted by the requesting Central Authority at the time of the application for recognition and enforcement.
30. The SC encouraged Central Authorities to co-operate to establish the financial circumstances of the debtor in order to set a fixed amount of maintenance.
31. The SC noted that, in cases where it is not possible for the requesting State to set a fixed amount of maintenance in the decision and, as a result, it is not possible to recognise and enforce the decision in the requested State, the requesting State can make an application for the establishment of a decision in the requested State in accordance with Article 10(1)(d). Alternatively, the requested State can seek to arrange a voluntary solution with the debtor, in accordance with Article 6(2)(d), for a fixed amount of maintenance based on the decision from the State of origin and the financial circumstances declared by the debtor.

#### V.2. Enforcement of child support arrears after the creditor has reached the age of 21 years

32. The SC recalled Article 2(1)(a), which provides that the 2007 Child Support Convention applies to maintenance obligations arising from a parent-child relationship towards a person under the age of 21 years without regard to the age of the applicant creditor at the time of the application.
33. The SC reminded Contracting Parties that the text of the 2007 Child Support Convention should be read as broadly as possible to maximise the recovery of child support. To that effect, arrears accrued before the child creditor has reached the age of 21 years can be enforced under the Convention after the child creditor has reached the age of 21 years, subject to Article 32(5).

#### V.3. Interruption or suspension of the enforcement of child support for creditors under the age of 18 years

34. When debtors are not in a position to pay their child support, the SC recommended that, if possible, Central Authorities keep those cases open with a view to monitoring the financial situation of the debtor on a regular basis during that period, for the purpose of Article 6(2)(c).
35. However, if a case has been closed, the SC recommended that requesting States, on a regular basis, make requests to the Central Authority of the requested State for specific measures under Article 7 to assess the income or obtain relevant information concerning the income of the debtor. The information that can be obtained is subject to the law of the requested State and will depend on the resources, information sources and registers to which the requested Central Authority has access.



**V.4. Enforcement of decisions against the assets of a debtor in a State where they are not habitually resident**

36. Recalling the explanation provided in paragraph 674 of the Practical Handbook for Caseworkers, the SC reminded Contracting Parties that enforcement proceedings can take place in another Contracting Party where the assets of the debtor are located, even if it is not a State where the debtor is habitually resident. Central Authorities shall co-operate closely to facilitate the enforcement in such cases.

**V.5. Currency conversion and transfer of maintenance funds**

37. Recalling paragraph 726 of the Practical Handbook for Caseworkers, the SC noted that any conversion of the maintenance amount into a different currency does not modify or vary the underlying decision. The SC also acknowledged the practice of Contracting Parties, which shows that currency conversion of the amount owed takes place at the time of transfer, utilising the exchange rate of that date, with a view to ensuring the creditor receives the full amount required under the decision.

38. To address the issue of under or over payment of maintenance, the SC noted that one option could be that the enforcement authority notifies the debtor that the amount to be paid in the debtor's currency will vary from one month to another, based on the exchange rate. The SC acknowledged the existing practice of some requesting Central Authorities or public bodies which have opened bank accounts in the requested States.

39. Based on the practice of Contracting Parties, the SC noted the need to eliminate the use of cheques and welcomed the establishment of centralised points for incoming and outgoing transfers of funds, with a view to increase transparency and reduce costs.

**VI. Mandatory and Recommended Forms under the 2007 Child Support Convention**

**VI.1. Use of the Status of Application Reports**

40. The SC reminded Contracting Parties of the importance of providing information on the status of applications and that the Recommended Status of Application Reports are an effective way of doing so, bearing in mind that, sometimes, additional information may be required. The SC highlighted that the use of the Recommended Status of Application Reports will also be essential to collect the statistical data which is required for the Optional / Voluntary Report under the 2007 Child Support Convention.



VI.2. Signature of applications when filed with competent authorities in accordance with their domestic law (Art. 42)

41. The SC acknowledged the practice of Contracting Parties which shows that, where a signature of the applicant is required for an application to be made with the requested competent authority, a power of attorney from the applicant will provide the requested Central Authority with the necessary authorisation to sign the application on behalf of the applicant.

VI.3. Certification of applications via telephone and authenticity of signatures

42. Recalling Article 41, the SC reminded Contracting Parties that documents under the 2007 Child Support Convention do not require legalisation or any analogous formality.

VI.4. Acceptance of an abstract or an extract in lieu of the complete text of the decision

43. The SC strongly encouraged Contracting Parties to remove any barriers to the use of abstracts or extracts of decisions as much as possible, to simplify and make the procedure for recognition and enforcement more cost-effective. The SC called upon Contracting Parties to specify this possibility under Article 57 in accordance with Article 25(3)(b).
44. The SC emphasised that Central Authorities should not refuse to process an application solely on the basis that an abstract has been included therein.
45. The SC reminded Contracting Parties that, in case of a challenge or appeal based on the authenticity of an abstract, a complete certified copy of the decision may be requested under Articles 23(7)(c) and 25(2).

VI.5. Availability of Mandatory and Recommended Forms in languages other than English and French (Art. 44)

46. The SC strongly encouraged Contracting Parties to translate the Mandatory and Recommended Forms into their official or preferred languages, unless such translations are already available.
47. The SC also encouraged Contracting Parties to share such forms with the PB with a view to making them available on the HCCH website. The SC noted that such forms could also be easily integrated into iSupport, the electronic case management and secure communication system for the recovery of cross border maintenance.

VI.6. Processing handwritten application forms

48. While there is nothing preventing the acceptance of handwritten application forms under the 2007 Child Support Convention, the SC strongly encouraged Contracting Parties to transmit typed application forms, for readability and efficiency purposes.





VI.7. Processing non-certified documents for the purpose of recognition and enforcement

49. The SC reminded Contracting Parties that certified copies of documents should be required only by those Contracting Parties that have made a specification in accordance with Articles 25(3) and 57(1)(e) or upon a specific request in accordance with Article 12(2) or upon a challenge in accordance with Articles 23(7)(c) and 25(2) or 30(5)(b)(ii).

VI.8. Acceptance of Recommended Forms for direct requests under Article 37

50. The SC encouraged Contracting Parties to accept, where possible, Recommended Forms under the 2007 Child Support Convention in their domestic procedures, for the purpose of direct requests under Article 37. The existing Recommended Forms should be completed, with such modifications or amendments as may be necessary, together with such other forms as may be required by the law of the requested State.
51. If the Recommended Forms under the 2007 Child Support Convention are not accepted for the purpose of direct requests or if an additional, specific application form is required, the SC encouraged Contracting Parties to indicate which forms are required in their Country Profile, under “Stage 2, I.5.c.” concerning direct requests.

VI.9. Non-secure transmission of confidential information

52. The SC reminded Contracting Parties that Articles 38 to 40 of the 2007 Child Support Convention concerning the treatment of personal data are to be applied whatever the medium or means of communications used. In that respect, the SC encouraged authorities involved in the transmission of such data to use appropriate means of secure communications when sharing sensitive case information. The SC noted that iSupport will assist Contracting Parties to meet their obligations under Articles 38 to 40.
53. Recalling Article 40(1) of the Convention, the SC reminded Contracting Parties that a determination of non-disclosure of personal information shall take place when the health, safety or liberty of a person could be jeopardised. In that case, Central Authorities shall tick the appropriate box, where it appears in the Mandatory and Recommended Forms and complete the Forms accordingly, including the Restricted Information on the Applicant.
54. Recalling the recommendation in paragraph 208 of the Practical Handbook for Caseworkers, the SC highlighted that it is good practice to use the address of the Central Authority or competent authority in the requesting State instead of the address of the applicant, to protect this person.

## VII. General issues

### VII.1. Temporal application of the 2007 Convention – Transmission of applications to Central Authorities v. competent authorities (Arts 12, 37 and 56(1)(b))

55. The SC noted that Contracting Parties can transfer cases between an older international instrument and the 2007 Convention by making an application under the 2007 Convention in accordance with Article 10(1)(a), (b) or (2)(a), depending on the circumstances, with an application date after the entry into force of the latter Convention.

### VII.2. Completion and update of the Country Profile (Art. 57)

56. The SC requested Contracting Parties to prioritise completing their Country Profile at the time their instrument of ratification or accession is deposited, or at the time a declaration is made in accordance with Article 61, and to keep their Country Profile up to date.
57. The SC urged all Contracting Parties that have not yet provided their Country Profile to do so as soon as possible.
58. The SC reminded Contracting Parties, when updating their Country Profile, to inform the PB of the sections changed, so that the PB can inform other Contracting Parties of such changes, until automatic notification becomes available.

### VII.3. Regular updates to the HCCH website including updating Central Authorities' contact details (Art. 4(3))

59. The SC reminded Contracting Parties to ensure that the contact details of the Central Authorities provided in their Country Profile are up-to-date and aligned with the contact details of the Central Authorities provided on the HCCH website. The SC invited Contracting Parties to inform the PB when any changes are made in this regard.
60. The SC invited the PB to explore further, subject to available resources, the development of a system to inform Contracting Parties about recent updates to the 2007 Convention electronic Country Profiles available on the HCCH website.

### VII.4. Possible model declarations and reservations

61. The SC noted that, while the 2007 Child Support Convention does not mandate any particular form for reservations and declarations, a more uniform practice could be helpful for existing Contracting Parties to easily identify the scope of reservations and declarations made by other Contracting Parties. The SC highlighted that such uniform practice could also facilitate the process of States becoming Contracting Parties to the Convention. To this end, the SC welcomed

and endorsed the guidance for making reservations and declarations under the 2007 Child Support Convention proposed by the PB in Work Doc. No 30 of May 2022.

62. The SC noted that, in consultation with the depositary, the Ministry of Foreign Affairs of the Kingdom of the Netherlands, the PB will improve the guidance for the declarations under Article 2.

### **VIII. Experts' and Working Groups – Adoption of Reports and other matters**

#### **VIII.1. Report of the Administrative Cooperation Working Group (ACWG), meeting of 14 to 17 December 2020**

63. The SC welcomed the progress made by the ACWG during its meeting of 14 to 17 December 2020, which was held to discuss the development of possible future recommended model forms, fillable forms including in other languages as well as the development of a Country Profile for spousal support and took note of its report (Prel. Doc. No 13 of June 2021<sup>8</sup>).

##### **a. Possible future forms**

64. The SC invited the Forms Working Group to work on the following forms, in order of priority:
- Fillable forms;
  - Model form for calculation of maintenance arrears / statement of arrears;
  - Model form for Power of Attorney;
  - Model statement of enforceability with respect to authentic instruments as well as private agreements (Art. 30(3)(b));
  - Model form attesting that Article 36 conditions are met;
  - Model form for calculation of interest;
  - Scalable model form for decisions;
  - Model form to request a Status Report.

##### **b. Possible future fillable forms including in other languages**

65. The SC acknowledged the support expressed during the meeting of the ACWG for the use and public availability of fillable forms and noted the support for the translation of forms into other languages as being a high priority, in order to lower the costs of translation.

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<sup>8</sup> “2007 Child Support Convention and Maintenance Protocol: Report of the Administrative Cooperation Working Group, meeting of 14 to 17 December 2020”, available on the HCCH website (see path indicated in note 2).



66. The SC welcomed the suggestion made by the ACWG for Contracting Parties to provide a hyperlink in their Country Profile to fillable forms in their official and / or preferred language(s). The SC also welcomed the suggestion to include a link to the United States Office of Child Support Enforcement website, which has forms in other languages, in the Child Support Section of the HCCH website.

**c. Country Profile for spousal support**

67. The SC acknowledged the responses to the 2019 Questionnaire which showed that respondents had some interest in the development, subject to available resources, of a Country Profile for spousal support but noted that, currently, it is not considered a priority.

**d. Updates to the existing Recommended Country Profile form**

68. The SC invited the PB to consult Contracting Parties and HCCH Members about possible revisions to questions and relevant tick boxes/responses in the recommended Country Profile form. The PB will work in consultation with the Administrative Cooperation Working Group (ACWG) to carry out those revisions. This will be done in order to ensure that, when Contracting Parties complete their Country Profile, the information set out therein provides a complete and accurate reflection of their laws, procedures and services, as provided by Article 57. A reviewed recommended Country Profile form will be circulated to Contracting Parties and HCCH Members for approval.

69. The PB will plan online meetings of the ACWG and start consultations as soon as practicable.

**VIII.2. Report of the Applicable Law Working Group (ALWG), meeting of 22, 25 to 27 January 2021**

70. The SC welcomed the work completed by the ALWG during its meeting of 22, 25 to 27 January 2021 and adopted its report (Prel. Doc. No 14 of June 2021<sup>9</sup>) found in Annex I of this document. Recognising the usefulness of the report, the SC strongly encouraged its wide dissemination, in particular to members of the judiciary.

**VIII.3. Report of the Experts' Group (EG) on International Transfer of Maintenance Funds (ITMF), meetings of 16 to 18 September 2019, 8 to 11 February 2021 and 7 to 9 February 2022**

71. The SC welcomed the progress made by the ITMF EG during its meetings of 16 to 18 September 2019, 8 to 11 February 2021 and 7 to 9 February 2022 and adopted its report (Prel. Doc. 20 of April 2022) found in Annex II of this document.

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<sup>9</sup> "2007 Child Support Convention and Maintenance Protocol: Report of the Working Group on the operation of the 2007 Protocol", available on the HCCH website (see path indicated in note 2).

72. The SC highlighted that the contents of the ITMF EG report are to be construed as examples of good practices.

#### VIII.4. Membership of the Forms Working Group (Forms WG)

73. Following consultations by the PB and the Chair of the Forms WG, the SC approved the membership of the Forms WG, as follows:

- Brazil
- Canada
- European Union
- Finland
- Germany
- New Zealand
- Slovak Republic
- Sweden
- Switzerland
- United Kingdom
- United States of America
- International Association of Women Judges
- National Child Support Enforcement Association
- Hannah Roots (author of the Practical Handbook for Caseworkers)

74. The SC welcomed the proposal for Meg Haynes of NCSEA to continue as Chair and welcomed Julia Schelcher of Germany as the new co-Chair.

75. The SC noted that membership to the Forms WG remains open for one or two more States.

#### VIII.5. Future meetings of Experts' and Working Groups

##### a. ACWG

76. The SC reminded Contracting Parties that the membership to the ACWG remains open. The ACWG will meet online as soon as practicable.

##### b. ALWG

77. The SC acknowledged that there is presently no need for the ALWG to hold any future meetings until the next SC.

##### c. ITMF EG

78. The SC noted that the membership to the ITMF EG remains open and invited the PB to organise the next online meeting of the ITMF EG for February 2023.

**d. Forms WG**

79. The SC invited the PB to begin planning the online meeting of the Forms WG as soon as practicable.

**IX. Adoption of Prel. Docs**

80. The SC and the PB thanked Members and Contracting Parties for their contributions over the years to the development of the following Prel. Docs.

**IX.1. Draft Guidance to complete the Mandatory and Recommended Forms under the 2007 Child Support Convention**

81. The SC welcomed the work completed by the PB in finalising the Draft Guidance to complete the Mandatory and Recommended Forms under the 2007 Child Support Convention and adopted Prel. Doc. No 7 of April 2022 (fifth revised version).

**IX.2. Working Practices of Central Authorities under Articles 5 and 6 of the 2007 Convention**

82. The SC welcomed the work completed by the PB in finalising the document on the Working Practices of Central Authorities under Articles 5 and 6 of the Convention and adopted Prel. Doc. No 8 of April 2022 (sixth revised version), subject to the information contained therein being updated in line with the latest versions of Country Profiles. In order to do so, Contracting Parties will be requested to update or complete their Country Profile by a date specified by the PB.

**IX.3. Request for Specific Measures & Response forms (Art. 7(1))**

83. The SC welcomed the work completed by the Forms Working Group in finalising the recommended Request for Specific Measures and Response forms and adopted Prel. Doc. No 9 of December 2020 (final version), which is available in English, French and Spanish. Those forms will be uploaded to the HCCH website and integrated into iSupport as soon as practicable.

**IX.4. Statistical Report under the 2007 Child Support Convention**

84. The SC welcomed the work completed by the PB, in consultation with the ACWG, in finalising the Statistical Report under the 2007 Child Support Convention and adopted Prel. Docs. Nos 18A & 18B of April 2022 (revised versions).
85. The SC invited the ACWG subgroup on statistical data elements to continue its work until the statistical spreadsheet, to be used to collect data from States not using iSupport and to provide output from iSupport, is finalised.



**X. iSupport**

86. The SC welcomed the presentations on iSupport. It noted iSupport's potential contribution to a global system for international child support recovery that is accessible, prompt, efficient, cost-effective, responsive and fair. The SC encouraged more States to consider using iSupport and invited the Permanent Bureau to renew its efforts to ensure participants receive appropriate support, in particular in relation to e-CODEX.
  
87. The SC expressed its appreciation to the EU for the adoption of the e-CODEX Regulation and the handover of e-CODEX to the eu-LISA in 2023, including the possibility that the eu-LISA will offer some support services to the HCCH. In particular, the SC expressed its appreciation for the work undertaken by the e-CODEX Consortium over the years. The SC is looking forward to the completion of on-going adjustments to e-CODEX components as soon as possible, to simplify their integration and functioning with iSupport.

## ANNEXES



## **Annex I – Conclusions and Recommendations of the Applicable Law Working Group meeting**

- 1 The Applicable Law Working Group (ALWG) on the *Protocol of 23 November 2007 on the Law Applicable to Maintenance Obligations* (2007 Maintenance Obligations Protocol) met on 22 January and from 25 to 27 January 2021 to review the practical operation of the Protocol. The meeting was held via videoconference and was attended by 34 participants representing 16 Members and members of the Permanent Bureau (PB).
- 2 Mr Andrea Bonomi (Switzerland) was proposed as Chair and was elected by consensus.
- 3 Participants to the ALWG unanimously approved the following Conclusions and Recommendations (C&Rs) prepared by the Chair:

### **I. Introduction**

- 4 In the light of the responses received to [Prel. Doc No 2 of August 2019](#) – Questionnaire on the practical operation of the *Protocol of 23 November 2007 on the Law applicable to Maintenance Obligations* – compiled in [Prel. Doc. No 5 of June 2020](#) – Compilation of responses received to the August 2019 Questionnaire on the 2007 Maintenance Obligations Protocol – it was agreed that in general, the 2007 Maintenance Obligations Protocol works well.
- 5 Nonetheless, it is recognised that efforts need to be made in order to promote common understanding of the 2007 Maintenance Obligations Protocol on the part of judges, lawyers and administrative authorities, as well as creditors and debtors using the Protocol.
- 6 It was underlined that the 2007 Maintenance Obligations Protocol should be interpreted having regard to its autonomous nature and in the light of its purpose, taking into account that it supplements the *Convention of 23 November 2007 on the International Recovery of Child Support and Other Forms of Family Maintenance* (2007 Child Support Convention).
- 7 The continuing importance of the Explanatory Report was emphasised as an aid to the interpretation and understanding of the 2007 Maintenance Obligations Protocol.

### **II. The law applicable to preliminary / incidental questions (e.g., establishment of parentage, establishment of certain family relationships)**

- 8 The 2007 Maintenance Obligations Protocol is silent on this matter. Two trends were noted in this respect in accordance with State practice, namely the application to preliminary / incidental questions:
  - of the law governing the principal issue relating to maintenance obligations as designated by the 2007 Maintenance Obligations Protocol; and,
  - of the law applicable to the issue arising on a preliminary / incidental basis as designated by the generally applicable rules of conflict of laws of the forum.(see also Explanatory Report, para. 24, and C&R of the 1995 Special Commission meeting on the operation of the Hague and New York (1956) Conventions on maintenance obligations ([C&R No 29](#)) and of the 1999 Special Commission meeting on Maintenance Obligations ([C&R No 6](#))).

It was noted that legal doctrine is to the effect that, if possible, between the two options, the one most favourable to the creditor should be used, especially in the case of child support.

- 9 Article 1(2) of the 2007 Maintenance Obligations Protocol, which provides that “[d]ecisions rendered in application of this Protocol shall be without prejudice to the existence of any of the relationships referred to in paragraph 1” was recalled.

### **III. Issues concerning applicable laws that do not provide for certain relationships (e.g., same sex unions, social family / parentage)**

- 10 It was recalled that the 2007 Maintenance Obligations Protocol does not expressly refer to relationships such as same sex unions, social family / parentage, and that the question of its applicability to those relationships was left open (Explanatory Report, para. 31).

- 11 The application of the 2007 Maintenance Obligations Protocol to such relationships is to be encouraged, as is already the case in a number of States, based on the understanding that it is for the applicable law to determine whether, to what extent and from whom the creditor may claim maintenance (Art. 11(a)), and that decisions rendered in application of the Protocol shall be without prejudice to the existence of any of the relationships referred to in the Protocol (Art. 1(2)).

- 12 The public policy exception (Art. 13) should be used in a cautious and limited way. To that effect, some experts recalled the relevant supranational courts decisions concerning such relationships.

- 13 In order to avoid difficulties arising from the non-application of the 2007 Maintenance Obligations Protocol to such relationships, the creditor seeking maintenance is recommended to seize - subject to the applicable rules of jurisdiction - the court of the State where the specific relationship is provided for under domestic law.

### **IV. Interpretation and scope of “habitual residence”**

- 14 The determination of what is the “habitual residence” must respect the principle of uniform interpretation (Art. 20) based on the purpose of the 2007 Maintenance Obligations Protocol and not on internal law (Explanatory Report, para. 41).

- 15 The State of habitual residence is the State which is the focal point of a person’s life. The question of habitual residence is one of factual interpretation to be determined by a combination of factors which denote a certain stability of residence and sufficient connection to the State in question. It was agreed that, at any given time, a person can only have one habitual residence.

- 16 A mere presence or temporary residence in a State, for example for work or study purposes only, does not amount to habitual residence and is not sufficient to determine the applicable law to a maintenance obligation. This is confirmed by the fact that the 2007 Child Support Convention makes a distinction between “residence” and “habitual residence” and excludes mere “presence” (Art. 9 of the Convention and Explanatory Report, para. 43).

- 17 In the case of a request to establish child support in the context of a child abduction, the location of the habitual residence of the child is determined in accordance with the *Convention of 25 October 1980 on the Civil Aspects of International Child Abduction* (1980 Child Abduction

Convention) and / or the *Convention of 19 October 1996 on Jurisdiction, Applicable Law, Recognition, Enforcement and Co-operation in respect of Parental Responsibility and Measures for the Protection of Children* (1996 Child Protection Convention). The importance of Article 16 of the 1980 Child Abduction Convention was recalled. In this case, urgent or provisional financial support can be ordered under Articles 11 and 12 respectively of the 1996 Child Protection Convention (see e.g., para. 62 of the Guide to Good Practice Child Abduction Convention: Part VI – Article 13(1)(b)) with the understanding that the law applicable is the law designated in accordance with rules of the 1996 Convention.

#### **V. Difference between “domicile” and “habitual residence”**

18 In the 2007 Maintenance Obligations Protocol the use of the concept of “domicile” is limited to Article 9 where it is used to replace the concept of “nationality” in Articles 4 and 6. Thus far, only Ireland has made use of Article 9.

19 Domicile does not necessarily coincide with habitual residence (Explanatory Report, para. 139).

#### **VI. Interpretation of “unable to obtain maintenance” under Article 4**

20 Article 4(2)-(4) allow for the application of subsidiary connecting factors when the creditor is “unable to obtain maintenance” under the laws designated in the first place. This condition is not only fulfilled when such laws do not provide for any maintenance obligation arising from the relevant family relationship, but also when they make that obligation “subject to a condition that it is not satisfied in the case at hand” (Explanatory Report, para. 61).

21 It was noted that the CJEU, in case C-83/17, has ruled that this condition is also fulfilled when the creditor is precluded from obtaining maintenance for the past under the law designated in the first place, due to the fact that he or she failed to put the debtor on formal notice. This interpretation appears to be consistent with the purpose of Article 4, which is to favour the maintenance creditor.

#### **VII. Interpretation of “closer connection with the marriage” under Article 5**

22 When raised, the objection based on the law which has a closer connection with the marriage has to be determined by the court in each individual case. It was generally accepted that the spouse who raises the objection should assist the court by providing sufficient factual elements supporting the application of the escape clause.

23 The decision on the application of Article 5 should be taken in conformity with the purpose of the rule, which consists of safeguarding the debtor’s legitimate expectations in case of a change of the habitual residence of the creditor (Explanatory Report, para. 78).

24 While Article 5 expressly mentions the law of the last common habitual residence of the spouses, the possibility that the law of the State of another place of common habitual residence, as opposed to the last common habitual residence, may be more closely associated with the marriage should not be ruled out.

- 25 Where there was no common habitual residence during the marriage, the general rule of Article 3 of the 2007 Maintenance Obligations Protocol should normally apply unless the circumstances clearly show a closer connection of the marriage with the law of another State.

### **VIII. The modification of a decision**

- 26 The procedure to modify a decision should be available in each Contracting Party to the 2007 Child Support Convention.
- 27 The law applicable to the modification of maintenance obligations should be the law identified in accordance with the 2007 Maintenance Obligations Protocol. It was recalled that Article 4(3) of the Protocol is not applicable to an application for modification made by the debtor.
- 28 It was recognised that the applicable law usually requires a change of circumstances to make a modification and that the fact that another law might apply should not be considered as such a change of circumstances for the purpose of the modification of a maintenance obligation.

### **IX. Time of a choice of law under Article 8**

- 29 The term “any time” under Article 8 should be interpreted according to its regular meaning. Thus, in the case of maintenance obligations between spouses or ex-spouses, the applicable law can be designated under Article 8 before the marriage, during the marriage or following the breakdown of the marriage (Explanatory Report, para. 126).
- 30 It was recalled that under Article 22 of the 2007 Maintenance Obligations Protocol, “[t]his Protocol shall not apply to maintenance claimed in a Contracting State relating to a period prior to its entry into force in that State”. In that regard, it was recognised that case law under the Protocol is to the effect that choice of law provisions in marriage contracts made prior to the entry into force of the Protocol are upheld by courts.

### **X. The law applicable to limitation periods with regard to enforcement of maintenance orders**

- 31 Paragraphs 1, 4 and 5 of Article 32 of the 2007 Child Support Convention, which provide for enforcement under internal law, were recalled. They provide as follows:
- “(1) Subject to the provisions of this Chapter, enforcement shall take place in accordance with the law of the State addressed”.  
[...]  
(4) Effect shall be given to any rules applicable in the State of origin of the decision relating to the duration of the maintenance obligation”.  
(5) Any limitation on the period for which arrears may be enforced shall be determined either by the law of the State of origin of the decision or by the law of the State addressed, whichever provides for the longer limitation period.”
- 32 Specific issues concerning limitation periods and arrears with regard to enforcement of maintenance orders will be subject of discussion at the meeting of the Special Commission ([Prel. Doc. No 3 of November 2020 \(revised version\)](#) - Planning for the First Meeting of the Special Commission, p. 2).

## **XI. Operation of Article 18 – Coordination with prior HCCH Conventions**

- 33 States which are Parties to the HCCH 1956 and / or 1973 Conventions, but have not yet become Party to the 2007 Maintenance Obligations Protocol, should be encouraged to do so. If the Council on General Affairs and Policy were to endorse a proposal from the Special Commission to that effect, the Secretary General of the HCCH should address the Governments of the States concerned and invite them to join the Protocol.
- 34 Until all Contracting States to the HCCH 1956 and 1973 Conventions have joined the 2007 Maintenance Obligations Protocol, the interpretation of Article 18 and more specifically the term “as between the Contracting States” rests with competent authorities.

## **XII. Practical issues with regard to the application of Article 11 – access to legal information**

- 35 Solutions with regard to access to legal information include consultation of the Country Profiles under the 2007 Child Support Convention, the EU Justice Portal, contacting for information members of the International Hague Network of Judges or National Contact Points of the European Judicial Network or making use of the *European Convention of 7 June 1968 on Information on Foreign Law*.
- 36 Consideration should be given to add topics to the Country Profiles under the 2007 Child Support Convention to facilitate further access to foreign legal information.

## **Annex II – Report and Conclusions & Recommendations adopted by the ITMFEG**

**Experts' Group on international transfer of maintenance funds  
The Hague, 7-9 February 2022**

**Report and Conclusions & Recommendations  
for the attention of the 2022 Meeting of the Special Commission**

### **I. Introduction**

At its meeting of March 2019, the Council on General Affairs and Policy (CGAP) of the Hague Conference on Private International Law (HCCH) approved the establishment of an Experts' Group (EG) on international transfer of maintenance funds (see Conclusion & Recommendation No 30 of CGAP 2019).

The EG was established in recognition of persisting challenges to the smooth transfer of international maintenance funds, such as high transfer costs and other difficulties of an organisational nature.

It was noted that the *HCCH Convention of 23 November 2007 on the International Recovery of Child Support and Other Forms of Family Maintenance* (hereafter the 2007 Child Support Convention) states in its Article 35:

“(1) Contracting States are encouraged to promote, including by means of international agreements, the use of the most cost-effective and efficient methods available to transfer funds payable as maintenance.

(2) A Contracting State, under whose law the transfer of funds is restricted, shall accord the highest priority to the transfer of funds payable under this Convention.”

The first meeting of the EG took place in September 2019 at the Permanent Bureau of the HCCH in The Hague and was attended by experts from 12 Members and one Observer. It was followed in February 2021 by an online meeting, which was attended by experts from 17 Members and one Observer. The third and most recent meeting of the Group took place from 7 to 9 February 2022 and was attended by 33 experts representing 14 Member States, one Member Regional Economic Integration Organisation and one Observer.

The EG elected Mr Arnaldo José Alves Silveira, General Coordinator for International Legal Cooperation at the Ministry of Justice and Public Security in Brazil, as Chairperson. He was joined as Co-chair by Dr Sarah Gerling-Stock, Head of Division II 4 (Cross-border Recovery of Maintenance) at the Federal Office of Justice of Germany, at the February 2022 meeting of the EG.

## II. Background to the discussions

A. Members of the EG came together to learn from each other and identify good practices regarding the cross-border transfer of funds. Members of the EG also discussed different ways to facilitate the cross-border transfer of funds with a view to identifying possible solutions that are low cost, cost-effective, transparent, prompt, efficient and accessible. Discussions at the February 2021 and 2022 meetings of the EG were informed by States' responses to [Prel. Doc. No 11 of October 2020](#) and [Prel. Doc. No 17 of November 2021](#), Questionnaires in preparation of the EG meetings of February 2021 and 2022 (see [Prel. Doc. No 12 of February 2021](#) and [Prel. Doc. No 19 of February 2022](#) for compilation of responses to the Questionnaires).

B. The EG acknowledged the diversity of models for child support recovery such as direct transfers from the debtor to the creditor, transfers through an institution in the requested State (e.g., bailiff and other enforcement authorities, court and / or Central Authorities) and sometimes through an institution in the requesting State (e.g., public body and / or Central Authorities). It was recognised that the involvement of Central Authorities and the degree of centralisation of payments vary according to different legal systems, domestic and regional banking systems and available means.

C. In that context, the EG discussed the implementation and operation of Articles 6(2)(d)-(f), 8, 35 and 43 of the 2007 Child Support Convention.

D. It was recognised that large amounts of child support are currently transferred internationally but also that difficulties persist related to high and non-transparent bank fees and / or currency conversion costs, loss of payment data between different payment formats, occasional communication problems between Central Authorities and lack of payments monitoring. In particular, it was underlined that the use of cheques is a major problem. However, good progress towards a gradual elimination of the use of cheques has been made since the inception of the EG.

E. It was noted that the solutions and good practices discussed in the context of the 2007 Child Support Convention are equally relevant to the *United Nations Convention of 1956 on the Recovery Abroad of Maintenance Obligations*, Council Regulation (EC) No 4/2009 of 18 December 2008 on jurisdiction, applicable law, recognition and enforcement of decisions and cooperation in matters relating to maintenance obligations, other regional or bilateral instruments.

F. It was underlined that effectively implementing the 2007 Child Support Convention would help States reach the United Nations Sustainable Development Goal No 16.3 (Rule of Law) as it assists parents with meeting their child support obligations in a cross-border context

## III. Conclusions and Recommendations

The EG agreed by consensus on the following Conclusions and Recommendations<sup>10</sup> for the attention of the 2022 Meeting of the Special Commission:

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<sup>10</sup> These Conclusions and Recommendations (C&Rs) are based on the [C&Rs](#) adopted by the ITMFEG at its September 2019 Meeting and the [Aide-mémoire](#) adopted at its February 2021 Meeting both available in [Prel. Doc. No 15 of June 2021](#) - 2007 Child Support Convention and Maintenance Protocol: Report of the Experts' Group on International Transfers of Maintenance Funds, meeting of 8 to 11 February 2021.

## Cheques

1. Experts acknowledged that eliminating the use of cheques was a worthwhile goal, after an appropriate transition period, considering that certain States can no longer receive cheques or are under time constraints to stop using them. The EG agreed that electronic transfer of funds<sup>11</sup> was the way forward. In line with Article 35 of the 2007 Child Support Convention, in addition to multilateral solutions, States are encouraged to discuss bilateral solutions for the elimination of cheques.

## Transfer costs

2. All participants agreed that there is a need to find solutions for the international transfer of funds which would result in increased transparency and cost reduction. Creditors should not bear the costs related to the transfer of funds and should receive the full amount in accordance with the maintenance decision. Since the ultimate objective is to eliminate all costs relating to the transfer of maintenance funds, an interim solution could be for courts to stipulate, where possible, in their maintenance decisions, whether the creditor or the debtor is to cover these costs. When these costs are stipulated in the decision, they should be reflected under item 5.1.1. of the Abstract of the Decision.

3. A good practice is for the requested Central Authority to have arrangements with their bank to cover the fees ("details of charges: OUR") and for the requested Central Authority to obtain confirmation from the requesting Central Authority that the amount received is the same as the amount sent and, where applicable, information on the reasons for any difference. The EG also noted that some States have made arrangements with government financial institutions for the cost-free transfer of funds. Members of the EG recalled Article 35 of the 2007 Child Support Convention and noted that both the Requesting and Requested States should work bilaterally to reduce the transfer costs.

## Centralised point for international transfers

4. Consideration should be given by each Contracting Party to establish a centralised point for international transfers dedicated to both incoming and outgoing transfer of funds. Such centralised point could be as basic as a bank account. When possible, this bank account could be held with a public institution such as a central bank. In this respect, Members of the EG also noted the possibilities afforded by the *Universal Postal Union Postal Payment Services Agreement of 6 October 2016*,<sup>12</sup> in particular in terms of cost of transfer. Members of the EG are encouraged to enquire about the status of implementation of this Agreement in their respective States.

5. The value of such centralised point was underlined, as it could:

- help with the standardisation of the international transfer of funds;
- increase transparency with regard to the costs of such transfers;
- reduce the costs associated with such transfers;
- assist the Central Authority in the monitoring of payments;
- simplify and accelerate the transfer of funds where payments are limited or need to be screened for regulatory purposes.

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<sup>11</sup> The expression "electronic transfer of funds" should be understood as broadly as possible.

<sup>12</sup> The text of which is available under the UPU website at < <https://www.upu.int> > under "Activities" then "Postal Payment Services" then "Postal Payment Services Agreement (PPSA)" or more specifically at the following address: < <https://www.upu.int/UPU/media/upu/files/UPU/activities/PostalFinancialServices/Key%20documents/ppsaAgreementEn.pdf> >.



Consideration should be given also to providing payment transfer services to any debtors transferring payments within the scope of the 2007 Child Support Convention.

#### **Monitoring of payments**

6. The monitoring of payments could:

- ensure an accurate payment record;
- assist with the enforcement of payments;
- support communication between Central Authorities to reconcile the amounts sent and received;
- help establish statistical reports, e.g., to measure efficiency and increase understanding about money flows.

Experts acknowledged that not all Central Authorities are directly involved with the transfer of maintenance payments and, therefore, may not have systematic monitoring or communication in place. They noted, however, that another option in this situation would be to adopt a system where the provision of the collection and expeditious transfer of maintenance payments could be delegated to public bodies and / or other bodies, in accordance with Article 6(3) of the 2007 Child Support Convention. Experts also noted the possibilities afforded by the iSupport software in terms of monitoring of payments.

#### **Data accompanying the transfer**

7. Consideration should be given to using unique case references, known to both the requesting and requested State, attached to each transfer of funds. Such unique case references would link the transfer to an existing case. Consideration should be given, where possible, to use the iSupport case number. This number will be evaluated against banking norms. Experts encouraged the evaluation and adoption of standards which allow for more information to be sent with each payment, such as the ISO-20022 format for electronic data interchange between financial institutions.

#### **Currency conversion**

8. Reference was made to the *Practical Handbook for Caseworkers under the 2007 Child Support Convention*<sup>13</sup> (hereinafter *Caseworkers Practical Handbook*) which states that a good practice is for the currency conversion of payments to be done by the relevant authority in the requested State at the time of transfer. Members of the EG agreed that over time, due to exchange rate fluctuations, paying the amount stated in a maintenance decision in a different currency may result in under or over payment. To address this, one option could be that the enforcement authority notifies the debtor that the amount to be paid in the debtor's currency will vary from one month to another, based on the exchange rate. Another option could be that, when the maintenance decision is registered for enforcement in another State in that State's currency, the State in question may periodically adjust the amount to be paid by the debtor, in order to avoid the build-up of arrears, which may lead to improper enforcement. The EG also noted that consideration could be given to obtaining the agreement of the debtor (e.g., via a monthly notification) that the amount owed in the foreign currency be directly withdrawn from the debtor's account, with the objective of ensuring the amount paid matches the amount owed. In some cases, this could be the subject of a court decision.

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<sup>13</sup> Permanent Bureau of the Hague Conference on Private International Law, *Practical Handbook for Caseworkers under the 2007 Child Support Convention*, 1st ed., The Hague, 2013, at p. 174. Available at < [www.hcch.net](http://www.hcch.net) > under "Child Support Section", then "HCCH publications".

9. Reference was also made to the Caseworkers Practical Handbook in which it is stated that “[t]he maintenance debt is not paid in full until the full amount owing in the currency set out in the maintenance decision has been paid”.<sup>14</sup>

10. A good practice should be to promote transparency of currency conversion costs.

### **Bundled payments**

11. It was noted that bundled payments do result in savings on transfer costs, but may involve some delay resulting from processing time. It was noted that automation, also in the context of single payments, can alleviate these delays and could require fewer resources.

### **Current and future developments**

12. It was agreed that it is a good practice for Central Authorities to provide information about international banking to creditors and debtors.

13. The merits of having the Central Authorities involved in the handling of the transfer of funds was discussed, as a means to be proactive. It was agreed that a legal framework, with the appropriate safeguards, enabling requested and requesting Central Authorities to handle the transfer of funds in an automated manner, would assist in this area. It was also highlighted that iSupport could be a solution in the future. The interpretation and extent of the obligations under Articles 6(2)(f) and 11 of the 2007 Child Support Convention were mentioned. To that effect, paragraphs 105-108, 116-117, 154 and 160-161 of the [Explanatory Report](#) were recalled.

14. The EG noted that, while there is currently no known commercial solution that would suit the needs of Central Authorities, advantage should be taken of the possibilities offered by centralised points, whether they are accounts held with a Central Bank, a commercial or a postal bank. It was agreed that a good practice would be for States to make arrangements with banks that are transparent in relation to their fees and / or are part of the SWIFT GPI (global payment initiative), which enables the tracking of fees arising along the way. The experts noted the advances of Central Bank Digital Currencies (CBDC).

### **Further steps and follow-up**

15. It was recommended that the EG continue its work and meet on a regular basis through video and / or teleconference to share good practices, experiences implementing the above good practices and solutions and to continue the exploration and implementation of additional solutions.

16. Contracting Parties to the 2007 Child Support Convention should ensure that their Country Profile is up to date in relation to payment information (Part V, 1.) and their implementation of Article 6(2)(d)-(f) (Part I, 6.).

17. The membership of the EG remains open. Any contributions or proposals from States which have not yet participated in the work of the EG are always welcome.

18. The Permanent Bureau will continue to monitor innovations in this area.

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<sup>14</sup> *Ibid.*