



# Au Pair Hosting Application dossier

This application consists of:

1. The application for approval of the host family
2. The application for approval of the young au pair
3. The au pair hosting agreement specifying the rights and duties of each party

This application must be signed by both parties and sent by mail (post) before the start of the au pair hosting to the following address:

Service national de la jeunesse  
Accueil au pair

B.P 707

L-2017 Luxembourg

## Introductory remarks:

**The application must be duly completed, signed and accompanied by the required supporting documents. Incomplete applications cannot be processed and will be returned to the applicant. The processing of an application may take up to 4 weeks from receipt of the complete file.**

**This form is one of the key first steps in the procedure to access the au pair program and is the foundation of this enriching cultural experience. In this respect, it is worth mentioning that the au pair program is based on mutual trust between the host family and the young au pair. Therefore, it is strongly recommended that the host family and the young au pair provide the required information accurately and truthfully.**

## TABLE OF CONTENTS

I.	Au Pair Hosting Application.....	I-1
	Article 1. General terms and conditions.....	I-1
	Duration of the au pair hosting .....	I-1
	Article 2. Identification of the two contracting parties to the au pair hosting agreement .....	I-2
	The host family.....	I-2
	The young au pair .....	I-2
	Article 3. Obligations of the host family .....	I-3
	Composition of the host family.....	I-3
	Housing situation.....	I-4
	Domestic staff .....	I-4
	Language skills .....	I-4
	The young au pair’s single room.....	I-4
	Pocket money .....	I-5
	Language courses and culture.....	I-5
	Other obligations .....	I-5
	Article 4. Obligations of the young au pair.....	I-6
	Article 5. Language skills of the young au pair .....	I-7
	Legal obligations .....	I-7
	Language skills .....	I-7
	Language courses .....	I-7
	Article 6. Tasks of the young au pair.....	I-8
	Article 7. Projected weekly schedule .....	I-8
	Article 8. Other provisions.....	I-9
	Arrangements for the payment of travel expenses .....	I-9
	Assumption of the expenses related to the residence permit.....	I-9
	Participation of the young au pair in family leave .....	I-9
	Arrangements related to days of rest.....	I-9
	Others .....	I-9
	Article 9. Supporting documents required .....	I-10
	Supporting documents - host family .....	I-10
	Supporting documents - young au pair.....	I-10
	Article 10. Final provisions.....	I-11
II.	Annex 1: Fact sheet – Tasks of the Au pair .....	II-1
	Supervision of children.....	II-1
	Light household tasks Washing, ironing, folding children's laundry.....	II-1
	Tasks not to be performed by the au pair, unless the au pair explicitly agrees to them .....	II-2
III.	Annex 2: Projected weekly schedule .....	III-1
IV.	Annex 3: Sworn statement “Day-care”.....	IV-1
V.	Annex 4: Medical certificate .....	V-1
VI.	Annex 5: Sworn statement “Family ties” .....	VI-1
VII.	Annex 6: Processing of personal data.....	VII-1
	What personal data is processed by the SNJ?.....	VII-1
	For what purposes is this personal data collected?.....	VII-1

To whom is the collected personal data transmitted? ..... VII-2  
How does the SNJ protect the personal data it processes? ..... VII-2  
What rights do families and young au pairs have? ..... VII-2  
Law enforcement and judicial procedure: ..... VII-3

# I. AU PAIR HOSTING APPLICATION

## Article 1. General terms and conditions

For any young person, au pair hosting is likely to be a rewarding experience, serving as an opportunity to perfect their language skills and broaden their cultural horizons. To this end, the young person will be provided with accommodation and food by their host family living in the Grand Duchy of Luxembourg, who will enroll them in language training and cultural activities of their choice and will bear the related costs.

This program can also be very interesting for the hosting family on several levels. In particular, it is an opportunity to welcome a young foreigner with a different cultural portfolio from that of the family and to integrate them as a full member of the family for a fixed period of time. Although the young person's participation in family and household chores is not the main purpose of the stay, the family benefits from the young person's support in the daily supervision of their young and older children as well as in the organization and performance of light household chores.

Nevertheless, the strong emphasis of the au pair stay must be on cultural exchange: both the au pair and the host family benefit from it.

In Luxembourg, the hosting of au pairs is regulated by the law of 18 February 2013. With this law, the Luxembourg legislator has created a solid framework within which the temporary residence of a young person aged between 18 and 29 years can take place. In this respect, it should be remembered that the young au pair must be at least 18 years old and less than 30 years old at the beginning of the au pair placement. The law confers a specific status upon the young au pair.

### Duration of the au pair hosting

In any case, the duration of the au pair hosting may not exceed one year. Should the duration and period of the hosting change, the host family undertakes to inform the National Youth Service ("*Service national de la jeunesse*", hereinafter referred to as "SNJ") of the new dates by sending an amendment to the agreement, duly containing the new dates of arrival and departure, always taking into account the one-year limit.

The young au pair will be hosted in the host family for a period of:

From	To	Duration in months

During the hosting period determined by the family together with the young au pair, the family will ensure that the young au pair can make the most of this opportunity to pursue the main objective of the au pair program, namely, the discovery of the Grand Duchy of Luxembourg and the familiarization with its cultural aspects. The host family will involve the au pair fully in their everyday family life and will enable them to improve their language skills by attending language classes. In addition, the host family will support the young person in their will to broaden their general cultural knowledge, in particular by discovering the Grand Duchy of Luxembourg and through regular participation in the country's cultural activities.

## Article 2. Identification of the two contracting parties to the au pair hosting agreement

### The host family

Hosting family approval number (if already allocated by the SNJ)	FM
<input type="checkbox"/> Mrs / <input type="checkbox"/> Ms / <input type="checkbox"/> Mr (Name and Surname)	
Phone number(s)	
E-mail address	
<b>And (if applicable)</b>	
<input type="checkbox"/> Mrs / <input type="checkbox"/> Ms / <input type="checkbox"/> Mr (Name and Surname)	
Phone number(s)	
E-mail address	
<b>Place of residence</b>	
Address - street and number	
Address - postcode and village/town/city	

### The young au pair

<input type="checkbox"/> Mrs / <input type="checkbox"/> Ms / <input type="checkbox"/> Mr (Name and Surname)	
Date of birth	
Phone number(s)	
E-mail address	
<b>Place of residence in the country of origin</b>	

Address - street and number	
Address - postcode and village/town/city	
Country	
<b>Current place of residence (if different from home country)</b>	
Address - street and number	
Address - postcode and village/town/city	
Country	

### **Article 3. Obligations of the host family**

The host family undertakes to temporarily host the young au pair with their family and to involve and include the young au pair in their everyday family life. In this respect, the host family makes the following declarations, which the au pair acknowledges and formally agrees to:

#### **Composition of the host family**

Number of adult(s)	
Number of children < 6 years	
Number of children 6 – 13 years	
Number of children > 13 years	
<b>Total :</b>	

The host family must have at least one child among its members who has not reached the age of 13 at the beginning of the au pair's stay. For children who have not yet reached the age of 6, the family must provide evidence that their day-care has been organized and will be guaranteed for the duration of the au pair's stay.

**Housing situation**

<input type="checkbox"/> Detached house	<input type="checkbox"/> Apartment
<b>Composition</b>	
Number of bedroom(s)	
Number of bathroom(s)	

**Domestic staff**

Staff designation	Hours per week

**Language skills**

<b>Usual language</b>
<b>Other language skills</b>

**The young au pair's single room**

The family provides the young au pair with a single room and gives them free access to their home. The single room includes the following conveniences:

--

## **Pocket money**

Each month the host family will pay the au pair a fixed amount as pocket money. The payment will be made on a fixed day of the month without exception throughout the duration of the stay, regardless of any periods of inactivity of the young au pair. In exceptional cases and provided that the young person does not yet have a personal bank account, pocket money can be given in person against a compulsory receipt.

The host family will pay the following amount:

<b>Amount (€)<sup>1</sup></b>	<b>Day of the payment</b>

The reference of the transfer will explicitly specify that it is the au pair's pocket money. In addition, the reference shall include the approval number and the month to which the amount transferred relates<sup>2</sup>.

## **Language courses and culture**

The host family will allow sufficient time for the au pair to improve culturally and to attend language courses.

<b>Language courses the young au pair will do</b>

## **Other obligations**

- The host family will provide the au pair with food and accommodation.
- The host family will cover the costs of the language course taken by the au pair.
- The host family will allow the au pair a minimum of three evenings off per week, in addition to one full day off per week and two additional days off per month. The schedule may not exceed 5 hours per day and 25 hours per week.
- The family will release the young au pair from her/his duties in order to be able to participate in the information session organised by the SNJ in the month following her/his arrival.
- In the event of illness of the young au pair, the host family shall continue to provide them with accommodation and food, and ensure that all appropriate care is given to the young au pair until the necessary arrangements have been taken. The family reserves the right to request a medical certificate stating the reason for the impediment and the foreseeable duration.
- The host family will ensure the possible early repatriation of the young au pair due to illness, accident or withdrawal of approval of the young au pair.
- The host family shall take out civil liability insurance for the young au pair from an authorised insurer in Luxembourg and register the young au pair with the statutory accident insurance scheme in accordance with Articles 1 and 85 of the Social Security Code for the duration of the au pair hosting. It provides the SNJ with a certificate of the young au pair's affiliation to the legal health and accident insurance scheme within one month of the start of the au pair hosting.
- The host family agrees to authorise access to its home to agents of the SNJ in accordance with Article 6 (3) of the law of 18 February 2013 on the hosting of young au pairs.

<sup>1</sup> The amount must correspond to at least one fifth (1/5) of the minimum social wage. The amount in force is published on <https://ccss.public.lu/fr/parametres-sociaux.html>

<sup>2</sup> Example: FM202012345 - Au pair pocket money - May 2020

- The host family is obliged to inform the SNJ of the final date of arrival, if this date differs from the one planned by the young au pair before the start of the hosting.
- The host family will inform the SNJ if the host project is cancelled and will be sure to give grounds for the cancellation.
- The host family must provide the SNJ with a projected schedule countersigned by the young au pair prior to the start of the au pair hosting. (see point 6 of this form)
- The host family confirms that they have no family ties up to and including the fourth degree with the au pair.
- In the event of a conflict or disagreement with the young au pair, the host family agrees to request mediation from the SNJ. In order to make an appointment for mediation purposes, the host family's representative will send an e-mail to the manager of the au pair department at the SNJ ([aupair@snj.lu](mailto:aupair@snj.lu)).

#### **Article 4. Obligations of the young au pair**

- The young au pair confirms that he/she is at least 18 years of age and under 30 years of age at the start of the hosting.
- Upon their arrival, the young au pair will take part in a mandatory information session organised by the SNJ.
- By signing this form, the young au pair confirms that he/she is in compliance with the legislation concerning the entry and stay of foreigners.
- The young au pair must attend language courses during the au pair hosting period.
- It is strictly prohibited for the young au pair to work as an employee or self-employed person during the au pair hosting period.
- The young au pair will inform the SNJ of their arrival during the first week of their stay (by email: [aupair@snj.lu](mailto:aupair@snj.lu)).
- The young au pair will report as soon as possible any problems with the stay at the SNJ (by e-mail: [aupair@snj.lu](mailto:aupair@snj.lu)).
- The young au pair agrees to inform the SNJ of any changes to their contractual situation as a young au pair (by e-mail: [aupair@snj.lu](mailto:aupair@snj.lu)).
- The young au pair declares to have taken note of the obligations and information of the host family and in particular to have taken note of the language(s) used by the host family.
- The young au pair confirms that they have no family ties up to and including the fourth degree with members of the host family.
- In the event of a conflict or disagreement with the host family, the young au pair agrees to request mediation from the SNJ. In order to make an appointment for mediation purposes, the young au pair's representative will send an e-mail to the manager of the au pair department at the SNJ ([aupair@snj.lu](mailto:aupair@snj.lu)).

## Article 5. Language skills of the young au pair

### Legal obligations

The young au pair takes note of Article 3 (4) of the law of 18 February 2013 on the hosting of young au pairs, which reads as follows: "*The au pair must have a basic knowledge of one of the languages spoken by the host family as well as English or one of the three administrative languages as defined by the law of 24 February 1984 on the language regime.*"<sup>3</sup>.

### Language skills

In view of the above, the young au pair declares that he/she understands and speaks the following languages:

Language used	Level reached
German	
English	
French	
Others:	

In order to assess his or her language skills, the young au pair must refer to the Common European Framework of Reference for Languages (CEFR). The young au pair must have reached level A2 in either German, English or French.

### Language courses

The young au pair will attend the language courses specified above for the duration of the au pair hosting:

Language courses

<sup>3</sup> Law of 24 February 1984, Article 3: "*In administrative, contentious or non-contentious matters, and in judicial matters, the French, German or Luxembourgish languages may be used, without prejudice to special provisions concerning certain matters.*"

## **Article 6. Tasks of the young au pair**

The law of 18 February 2013 on the hosting of young au pairs, as amended in 2018, provides that the young au pair participates in family related tasks at a rate of 25 hours per week. The main tasks include the supervision of children, but may also consist of light housework, especially related to the children of the host family.

You will find a list with examples of tasks in accordance with the law under **Annex 1** hereof.

In order to avoid any misunderstanding and subsequent inconvenience, it is strongly recommended that the host family decides together with the young au pair what tasks he or she will have to carry out during their stay and to record them in this au pair agreement.

The young au pair undertakes to participate in light daily family tasks, in particular:

<b>List of tasks</b>

## **Article 7. Projected weekly schedule**

The law of 18 February 2013 on the hosting of young au pairs, as amended in 2018, provides that the young au pair participates in family related tasks at a rate of 25 hours per week. The duration may not exceed an average of five hours per day over a period of one week. The weekly duration may not exceed twenty-five hours on average over a period of one month or four weeks.

In this respect and in order to organize the young au pair's stay, the parties have, prior to the hosting, drawn up together a weekly schedule in perfect compliance with the limits provided by the law of 18 February 2013. This weekly schedule is attached hereto and forms an integral part hereof.

➔ **See Annex 2 hereto**

**Article 8. Other provisions**

The parties also agreed to the following:

**Arrangements for the payment of travel expenses**

**Assumption of the expenses related to the residence permit**

**Participation of the young au pair in family leave**

**Arrangements related to days of rest**

**Others**

## Article 9. Supporting documents required

### Supporting documents - host family

	Less than 3-month-old extended residence certificate	Issued by the commune of residence. <a href="http://MyGuichet.lu">MyGuichet.lu</a>
	Less than 3-month-old criminal record extract for all family members who are 18 years of age or more at the beginning of the young au pair's stay	Issued by the Ministry of Justice. <a href="http://MyGuichet.lu">MyGuichet.lu</a>
	Evidence that day-care for children under the age of 6 has been arranged for the period of the young au pair's stay	Issued by a childcare facility or a parental assistant; failing this, a sworn statement, a model of which can be found under <b>Annex 3</b> hereto
	Photos of the au pair's room.	To be provided by the host family.
	The agreement in principle of the host family's municipality of residence, confirming that the au pair can be officially registered at the host family's address.	Issued by the municipal administration of the host family's place of residence.
	If the host family is renting their residence, a formal agreement from the property owner is required, explicitly confirming his/her consent for the au pair to be officially registered at the host family's address.	Issued by the owner of the host family's residence.

### Supporting documents - young au pair

	A copy of a valid identity card or passport	
	A certificate of residence of the current place of residence	Failing that, any other proof indicating the current place of residence (e.g. an invoice)
	A copy of the certificate of studies/degree giving access to higher education in the country of origin or proof that the applicant has attended courses at least up to 17 years of age	The supporting document attached must be translated by a sworn translator if it is not in German, French or English.
	A medical certificate, issued less than 3 months before the start of the hosting, certifying the young au pair's ability to carry out light routine family related tasks, including childcare	The supporting document attached must be translated by a sworn translator if it is not in German, French or English. The template of a sworn statement can be found under <b>Annex 4</b> hereto
	A sworn statement indicating that there are no family ties up to and including the 4th degree between the host family and the young au pair	The template of a sworn statement can be found under <b>Annex 5</b> hereto

## Article 10. Final provisions

The parties to this contract take note that the law stipulates that:

- the hosting of an au pair may not begin before this application and the actual start date of the activity of the young au pair have been communicated to the SNJ;
- the young au pair must have the approval of the Minister responsible for youth and be in compliance with the provisions of the amended law of 29 August 2008 on the free movement of persons and immigration;
- the daily participation of the young au pair in everyday family related tasks cannot be the main purpose of the stay. It may not exceed five hours per day on average over a period of one week;
- the approval shall be withdrawn if the host family ceases to meet the conditions of approval, respectively the commitments based on which the approval was granted, or when, as a result of its actions, the host family puts the safety or the physical or mental health of the young au pair at risk. The approval is also withdrawn if the host family does not meet the commitments arising from the au pair hosting agreement;
- The approval may be withdrawn if the young au pair has resorted to fraudulent practices or has made inaccurate statements to obtain it. It may also be withdrawn if the young au pair does not comply with the conditions or the commitments made, to which the granting of the approval was subject;
- the au pair hosting agreement may be terminated early with immediate effect in the event of *force majeure* or serious misconduct of one of the parties and with at least one month's notice in all other cases. The party who intends to terminate the au pair hosting agreement must inform the other party in writing and submit a copy to the SNJ. The SNJ will then provide a termination form to be completed by the parties.
- if the host family intends to terminate the au pair hosting agreement before the term expires, it shall, prior to any decision, invite the party concerned for an interview during which the reasons for the contemplated decision are explained and the young au pair's explanations are heard. The host family and the young au pair have the right to request the mediating presence of an SNJ representative, provided that they inform the other party thereof in advance and in due course.

I/we, the undersigned, hereby apply to the Minister of Education, Children and Youth for approval as a host family for a young au pair. I/we have enclosed the supporting documents required in Article 9 hereof.

I/we have taken note of my/our obligations as a host family listed in Article 3 hereof, to which I/we comply.

<hr/> <p>Signature of parent 1</p>	<hr/> <p>Signature of parent 2 (if applicable)</p>
------------------------------------	--

I, the undersigned, hereby apply to the Minister of Education, Children and Youth for approval as a young au pair. I have enclosed the supporting documents required in Article 9 hereof. I have taken note of my obligations as a young au pair listed in Article 6 hereof, to which I comply.

I undertake to regularly check my e-mail address indicated herein and agree that decisions relating to my stay as a young au pair - the granting of approval, hosting agreement, refusal or withdrawal of approval or any other useful decision - will be sent to that e-mail address.

          <hr/> <p>Signature of the young au pair</p>
---

The parties declare that they have taken note of the provisions and information attached hereto.

This agreement is subject to a suspensive condition of the granting of the approval of the host family and of the approval of the young au pair.

Done in \_\_\_\_\_ on \_\_\_\_\_

          <hr/> <p>Signature of the young au pair</p>	          <hr/> <p>Signature of a representative of the host family</p>
---	---

This agreement is drawn up and signed in three copies, of which:

- 1) one copy will be kept by the host family;
- 2) one copy will be kept by the young au pair;
- 3) one copy will be sent to the National Youth Service.

## II. ANNEX 1: FACT SHEET – TASKS OF THE AU PAIR

The law of 18 February 2013 on the hosting of young au pairs, as amended in 2018, provides that the young au pair participates in family related tasks at a rate of 25 hours per week. The main tasks include the supervision of children, but may also consist of light housework, especially related to the children of the host family.

Beneath, you will find a list with examples of tasks that are in accordance with the law.

In order to avoid any misunderstanding and subsequent inconvenience, it is strongly recommended that the host family decides together with the young au pair which tasks he or she will have to carry out during their stay and to record them in this au pair agreement.

### **Supervision of children**

✓	Helping children get ready in the morning/evening (help them get dressed, prepare their bags, etc.)
✓	Supervising the children when they do their homework
✓	Taking the children to and from the nursery, school, etc.
✓	Taking the children to their leisure activities or on outings
✓	Familiarising children with the au pair's culture and language
✓	Playing with the children on a daily basis
✓	Having meals with the children/helping children have their meals
✓	Supervising children in the evening in the absence of parents ("babysitting")

### **Light household tasks Washing, ironing, folding children's laundry**

✓	Making light meals with/for children
✓	Running small errands
✓	Emptying the dishwasher
✓	Tidying up the children's bedrooms
✓	Cleaning, tidying up their [au pair] own bedroom and possibly their [au pair] own bathroom

**Tasks not to be performed by the au pair**

<b>X</b>	Cleaning private spaces of the host family (e.g. parents' bedroom or bathroom)
<b>X</b>	Cleaning the garage, the attic, the basement, car washing
<b>X</b>	Gardening
<b>X</b>	Doing laundry for the host family
<b>X</b>	Preparing meals for the host family

**CAUTION!**

**The au pair is neither a housekeeper nor a professional educational assistant! The preceding tasks should not be performed by the young au pair. The 25 hours per week shall not be exceeded under any circumstances!**

### III. ANNEX 2: PROJECTED WEEKLY SCHEDULE

	hours / day	morning		afternoon		evening	
		schedule	activity	schedule	activity	schedule	activity
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
Sunday							
Hours per week (max. 25)							

The host family together with the au pair develops and fills in the above illustrated "projected weekly schedule". The schedule will then be signed by both parties if agreed upon. The parties undertake to follow the schedule best possible. Nevertheless, it is recommended to adapt the schedule at the beginning of each week together with the au pair with regard to any given exceptional weekly chores and appointments. It is also recommended to put the schedule in a clearly accessible and visible location for everyone to see it. Don't forget: communication is key.

<hr/> <p>Signature of the young au pair Preceded by the words "read and approved"</p>	<hr/> <p>Signature of a representative of the host family Preceded by the words "read and approved"</p>
---	---

## IV. ANNEX 3: SWORN STATEMENT “DAY-CARE”

The declarant	
Name et first name:	
Date of birth:	
Address – Number and road:	
Address – Postal code and town:	

I, the undersigned, declare honorably that the day-care for the following children is provided as follows:

Child's name	Date of birth	Day-care schedules	Responsible person or childcare facility

I undertake to report without delay to the National Youth Service (“*Service national de la jeunesse*”) any facts likely to change the situation reported herein, knowing that any inaccurate statement on my behalf, or the omission of information, may lead to the refusal or withdrawal of my approval as a host family.

**Any document likely to confirm the declarations provided by the applicant shall be duly attached to this sworn statement.**

Done in \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Declarant's signature

## V. ANNEX 4: MEDICAL CERTIFICATE

<b>The doctor in medicine</b>	
Name et first name:	
<b>Address of the medical practice</b>	
Address – Number and road:	
Address – Postal code and town:	

<b>Concerned person</b>	
Name et first name:	
Date of birth:	
Address – Number and road:	
Address – Postal code and town:	

I undersigned, certify that I have examined this day the young au pair and have not noticed any contraindication to the performance of the tasks related to the au pair program, in particular light family tasks, including childcare.

This certificate has been issued at the request of the interested party for the purpose of serving and enforcing the rights and entitlements of the person concerned.

Done in \_\_\_\_\_ on \_\_\_\_\_

_____ Doctor's signature
-----------------------------



## VII. ANNEX 6: PROCESSING OF PERSONAL DATA

The purpose of this annex is to lay down the conditions under which the National Youth Service ("*Service national de la jeunesse*", hereinafter referred to as "SNJ") collects and processes personal data of host families and young au pairs.

The data controller with regard to personal data protection is:

National Youth Service ("*Service national de la jeunesse*")  
48-50, rue Charles Martel  
L-2134 Luxembourg

You can contact the SNJ concerning the protection of your data and for any questions about it.

### **What personal data is processed by the SNJ?**

In order to be able to ensure the management, supervision and monitoring of the au pair hosting, the SNJ has to collect the personal data of the au pair as well as of the host family. In particular, the following categories of data are collected and processed (non-exhaustive list):

- Information relating to the marital status and identity of host families and au pairs, including in particular their full name, nationality, home address, place and date of birth, gender, telephone number and e-mail address;
- Information regarding the host family's situation: family and marital status, names and ages of the children, spouses/boyfriend, etc.;
- Information regarding the diplomas obtained by the young au pair;
- Information regarding the ability of the young au pair to perform light family related everyday tasks, including childcare;
- Information concerning possible criminal convictions entered in the extract of criminal records;
- Correspondence (e-mail, letters, registered letters, etc.) between the young au pair and the host family.

### **For what purposes is this personal data collected?**

Personal data collected by the SNJ within the framework of au pair hosting is processed by the SNJ for the following specific and limited purposes:

- Approval procedure for host families;
- Approval procedure for young au pairs;
- Management, control and coordination of au pair hosting;
- Organisation of mandatory information sessions for young au pairs;
- Intervention in the event of a serious disagreement or even a dispute between the host family and the young au pair.

Personal data is necessary for the performance of a task of public interest and is subject to the exercise of public authority vested in the SNJ. Together with the subject's formal consent, this purpose forms the legal basis of data processing performed by the SNJ.

## **To whom is the collected personal data transmitted?**

Personal data may be processed by the following persons within the limits of their respective powers:

- SNJ Director;
- SNJ Deputy Director;
- SNJ Au Pair Hosting Coordinator;
- SNJ lawyer;
- SNJ Secretary of the "*Transition vers la vie active*" Unit (transition to active life).

Pursuant to Article 11 of the amended law of 16 April 1979 establishing the general status of civil servants, "*civil servants are prohibited from revealing facts of which they have become aware by reason of their duties and which are secret by their nature or by the instructions of their superiors, unless they are exempted from doing so by the minister responsible. These provisions shall also apply to an official who has stepped down from their position.*". Consequently, data collected in this way will be processed with the utmost circumspection and with respect for increased confidentiality.

They may also be transmitted to the competent administrative and judicial authorities.

## **How does the SNJ protect the personal data it processes?**

Personal data collected by the SNJ is processed by the SNJ in its capacity of data controller, in compliance with the applicable legislation on data protection (i.e. in particular EU Regulation 2016/679 of 27 April 2016 and the law of 1 August 2018 on the organization of the National Data Protection Commission for the protection of individuals with regard to the processing of personal data, as well as any subsequent regulations).

Personal data collected in the context of the au pair exchange will be stored and processed on servers located at the headquarters of the SNJ.

The SNJ undertakes to implement technical and organizational security measures to ensure personal data protection against the risks associated with the use of information systems. Personal data is kept for the entire duration of the au pair's stay, respectively for the entire duration of the approval, and then archived in accordance with legal and regulatory prescription periods.

In particular, the host family's data as well as the young au pair's data are kept for as long as is strictly necessary, i.e. during the **hosting plus 3 years**. At the end of the above-mentioned period, the data will be anonymized and kept for purely statistical purposes.

Exceptionally, in the event of a withdrawal of either host family approval or young au pair approval, the data is kept for the duration of the au pair hosting **plus 5 years**. After this period, the data will be anonymized and kept for purely statistical purposes.

## **What rights do families and young au pairs have?**

Under the conditions provided for by law or applicable regulation, the data subject has the following rights:

- request confirmation as to whether or not personal data is being processed;
- obtain any information concerning the purposes of the processing, the categories of personal data concerned by the processing, and the recipients or categories of recipients to whom the data is disclosed;
- request communication, in an intelligible form, of the personal data being processed and any available information on the origin of such data.
- request access to and obtain a copy of your data (Article 15 of the General Data Protection Regulation);
- obtain the rectification of inaccurate or incomplete data (Article 16 of the General Data Protection Regulation),
- object to the processing of your data (Article 21 of the General Data Protection Regulation),

- obtain the erasure of such data under the conditions laid down in Article 17 of the General Data Protection Regulation
- the limitation of processing under the conditions laid down in Article 18 of the same Regulation.
- withdraw consent to data processing.

**Law enforcement and judicial procedure:**

The National Youth Service (“Service national de la jeunesse”) may disclose personal data or other information if required to do so by law or if it believes in good faith that such action is necessary to ensure compliance with applicable laws, in response to a valid court order or an order from the authorities, or to otherwise cooperate with the police or other authorities.

The National Youth Service makes great efforts to ensure the security of personal data by putting in place appropriate protection mechanisms at all times, including taking reasonable physical, administrative and technical safeguards to protect its database against unauthorized access, disclosure, alteration or destruction, as well as against the risk of loss. All data collected is stored in accordance with safety regulations.

For any questions regarding the processing of your personal data by the National Youth Service (“Service National de la Jeunesse”), and for any request relating to the exercise of your rights, you can contact [aupair@snj.lu](mailto:aupair@snj.lu).

The National Commission for Data Protection, having its registered office at 1, avenue du Rock'n Roll, L-4361 Esch-sur-Alzette, can be contacted if necessary, to lodge a complaint concerning the rights of the persons involved ([www.cnpd.public.lu](http://www.cnpd.public.lu)).

By signing this form, the young au pair and the host family declare that they have read the fact sheet carefully, that they have understood the content and that they formally consent to the conditions for processing personal data.

<hr style="width: 30%; margin-left: 0;"/> <p>Signature of the young au pair Preceded by the words "read and approved"</p>	<hr style="width: 30%; margin-left: 0;"/> <p>Signature of a representative of the host family Preceded by the words "read and approved"</p>
---	---