INTERNATIONAL REMOTE WORK: WHAT DO YOU NEED TO CONSIDER BEFORE YOUR EMPLOYEES HEAD ABROAD?

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As the ‘return to the office’ trend continues, the adoption of hybrid working, combining in-office and remote work, is steadying.

Whilst some employees work remotely from a region other than where their employer is based, others have even decided to leave France and work remotely, if only occasionally from another country, whether for family or leisure reasons.

International remote working or “*full remote*” (which refers to an employee being able to work from wherever they choose) thus remains an attractive feature for companies seeking to attract and retain talent.

However, this way of organising work requires a great deal of flexibility on the part of companies and can give rise to risks that it is important to be aware of, particularly in relation to social security, tax and data protection.

Indeed, neither the French Labour Code nor sector-wide agreements specifically address the issue of remote working carried out from abroad.

We have identified the key points to consider and steps to take in the case of an employee of a French company who, on their own initiative, wishes to continue working for their employer from another country.

I. How should international remote working be formalised?

In principle, remote working can be introduced through a company agreement, a policy document, or by ‘any means’ (including a simple email exchange between the employee and the employer).

Given that the employer is required to justify any refusal to allow remote working, it is in companies’ best interests to establish a regulated framework, specifying in particular the eligible roles and the conditions to be met by the employee.

Furthermore, in the specific case of international remote working, given the stakes involved, it is strongly recommended to sign an addendum to the relevant employee's employment contract to prevent all the difficulties discussed below, but also to limit the duration of remote working from abroad and to provide for the employee's automatic return to their usual place of work, at no cost to the employer.

This will also enable the employer to address other matters typically covered by teleworking agreements or charters: the provision of equipment (in relation to the security of IT tools discussed below), the reimbursement of expenses, any periods during which the employee must be available, etc.

In this regard, what about the obligation to reimburse travel expenses? In principle, the employer is required to cover 50% of the cost of travel passes purchased by the employee for journeys by public transport or bicycle between the workplace and their usual place of residence, regardless of the geographical location of the residence. In the case of remote working abroad for the employee's personal convenience, the matter will need to be examined in greater depth, particularly with regard to the principle of equal treatment between employees.

II. Which law applies to the employment relationship?

As the employee has entered into an employment contract governed by French law, that law (including any applicable collective agreements) remains applicable to the employment relationship in all circumstances.

However, for the duration of the remote working arrangement abroad, the employer and employee must also comply with the mandatory provisions of the country where the remote working takes place. There is no exhaustive list of mandatory provisions; nevertheless, these mainly concern working hours, the minimum wage, dismissal, the use of fixed-term contracts, health and safety, etc. In these areas, it will therefore be necessary to ascertain whether there are any provisions that are more favourable than those under French law, as these will apply where relevant.

Finally, it is advisable to check whether the country where the telework takes place requires the employer to report the presence of an employee on its territory (similar to the 'SIPSI' declarations in France, even though self-employed secondment is, under French law, exempt from this declaration; the situation may, however, be different in other countries).

III. Which social security legislation applies?

Here we will consider the case of an employee who is working remotely from another European Union country. For employees travelling to a third country, it is advisable to consult the bilateral social security coordination agreement applicable between France and the destination country.

With regard to social security legislation (including sickness, maternity and paternity benefits, occupational accidents and illnesses, family benefits, life insurance, unemployment insurance, pensions and supplementary pensions), a distinction must be made depending on whether the teleworker carries out their duties in a single country or in several countries:

If the teleworker carries out their duties in a single country:

- International telework cannot be equated with the concept of secondment. Indeed, secondment refers to a situation where an employee works temporarily abroad on behalf of their employer for the duration of an assignment. However, in the case of international telework, the employee does not leave France for the duration of an assignment but to carry out their work, which remains the same, from a residence located abroad. If secondment were recognised, this would allow the employee to remain covered by French social security legislation;
- Otherwise, the applicable social security legislation is that of the country where the telework takes place.

If the teleworker is engaged in multiple employment (i.e. if they carry out their duties in several countries), the applicable social security scheme is, in principle, that of their country of residence if they carry out a substantial part of their work there: in practice, at least 25% of their working time and/or remuneration. However, if the remote worker does not carry out a substantial part of their work in their country of residence, then the applicable social security scheme is, in principle, that of the Member State where the employer has its registered office.

In order to derogate from this rule in the context of the growing popularity of international teleworking, certain European states, including France, signed a Framework Agreement on 16 July 2022, which came into force on 1 July 2023. This agreement allows employees from signatory states – for an initial period of three years, upon request and by mutual agreement with an employer also established in a signatory state – to remain affiliated to the social security scheme of their country of habitual employment, provided that remote working accounts for less than 50% of total working time.

In all cases, to clarify the situation, the employer should request an A1 certificate, which will determine the applicable social security legislation for the period of international teleworking.

IV. Does the employee need a visa or a work permit?

Within the European Union, there are no immigration barriers for European employees wishing to work in another country. However, care must be taken in the case of non-European employees who, even if they hold a valid work permit in France, will not automatically be authorised to work in another European Union country.

Furthermore, if the employee wishes to work remotely outside the European Union, barring exceptions, they must hold a visa and a work permit issued by the country to which they wish to travel. Before making a decision, it is necessary to check whether the country in question places the responsibility for these procedures and the associated costs on the employer. Once this has been checked and assuming the employer decides to grant the employee's request, it is recommended that an addendum to the employee's employment contract stipulate that working remotely from abroad is done at the employee's sole initiative and that it is therefore the employee's responsibility to take the necessary steps to obtain a visa / work permit in the country where the remote working takes place.

V. Where is an employee liable for tax?

In principle, employees are liable for tax in their country of tax residence on their total worldwide income. However, the country in which the employment takes place may tax the wages received in that capacity, for example through a withholding tax.

As an exception, the "temporary assignment clause", which exists in most international tax treaties concluded by France, allows an employee to remain taxable in their country of residence, even whilst working from another country, provided certain conditions are met. In particular, the employee must not stay in that other country for more than 183 days.

VI. Does working remotely from outside France alter the obligations of the employer?

In France, as in many European countries, employers are required to deduct income tax and social security contributions from their employees' pay.

Therefore, if an employee working remotely from abroad becomes liable for income tax or social security contributions in the country where they are working remotely, their employer will generally have the same obligation to deduct and pay these amounts. This will require the employer to register with the relevant authorities in the country where the employee is working remotely and to make the necessary declarations and payments. A payslip drawn up in accordance with the standards of the country where the employee is working remotely may also be required. It is therefore important to be aware of the applicable local legislation.

VII. Can remote working give rise to a permanent establishment for the employer?

For an employer, having a permanent establishment in a country means being liable for tax there.

A permanent establishment may be characterised by the mere performance of an employee's duties where that employee habitually concludes contracts or habitually plays a leading role in the conclusion of contracts by their employer.

In this case, the employer must register in the country where the activity is carried out and must pay business taxes there, failing which they face heavy penalties.

It is therefore important to carefully define and monitor the nature of the activities carried out by the remote worker abroad.

The November 2025 update to the OECD Model Tax Convention clarified in which cases an employee's residence may constitute a permanent establishment for the company employing them.

- If less than 50% of annual working time is spent in a country, a permanent establishment is generally not deemed to exist.
- If more than 50%, the analysis must be more detailed and is based primarily on the existence of a genuine business purpose, such as the direct management of clients, suppliers or projects in the country concerned.

VIII. What are the key considerations regarding international remote working in terms of data protection?

International remote working raises issues concerning the security, confidentiality and integrity of company data. Indeed, a public Wi-Fi connection in a hotel used by an employee working remotely does not offer the necessary security guarantees to ensure data protection.

It is therefore the employer's responsibility to provide employees with secure tools (computers, mobile phones, internet connections, etc.) and to monitor the devices of employees who use their own equipment with the employer's permission.

IX. What measures should be implemented to secure IT tools?

The employer must implement technical measures to secure IT tools (firewalls, antivirus software, VPNs, activity logging, etc.) and measures to control access to these tools.

Thus, the use of strong passwords and strong or multi-factor authentication systems provides a first line of defence against unauthorised access to company resources.

In addition, an IT policy for employees must be drawn up to set out the rules for using information systems, such as rules for authenticating company accounts, security rules relating to device updates, or access to workstations.

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Our teams are on hand to answer any questions you may have about working remotely from abroad.

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