

No. 45109*

**Switzerland
and
Netherlands**

Agreement between the Swiss Federal Council and the Government of the Kingdom of the Netherlands concerning military exercises, training and education. The Hague, 12 April 2007

Entry into force: *provisionally on 1 June 2007 and definitively on 3 June 2008 by notification, in accordance with article XVIII*

Authentic texts: *English*

Registration with the Secretariat of the United Nations: *Switzerland, 8 July 2008*

**Suisse
et
Pays-Bas**

Accord entre le Conseil fédéral suisse et le Gouvernement du Royaume des Pays-Bas concernant les exercices, l'entraînement et l'instruction militaires. La Haye, 12 avril 2007

Entrée en vigueur : *provisoirement le 1er juin 2007 et définitivement le 3 juin 2008 par notification, conformément à l'article XVIII*

Textes authentiques : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Suisse, 8 juillet 2008*

* *The text reproduced below is the original text of the agreement as submitted. For ease of reference, it was sequentially paginated. The relevant Treaty Series volume will be published in due course.*

Le texte reproduit ci-dessous est le texte authentique de l'accord tel que soumis pour l'enregistrement. Pour référence, il a été présenté sous forme de la pagination consécutive. Le volume correspondant du Recueil des Traités sera disponible en temps utile.

[ENGLISH TEXT – TEXTE ANGLAIS]

Agreement Between The Swiss Federal Council And The Government Of The Kingdom Of The Netherlands Concerning Military Exercises, Training And Education

The Swiss Federal Council, and

the Government of the Kingdom of the Netherlands

their States thereafter referred to as "the Contracting Parties",

Reaffirming their wish to strengthen the good and friendly relations between their respective armed forces;

Desiring to further develop military co-operation in the field of exercise, training and education;

Wishing to maintain an active relationship between the Contracting Parties' respective armed forces by which their experience, professional knowledge and training doctrine shall be shared for mutual benefit to the extent possible;

Wishing to set out the principles and procedures for the efficient use of training resources as well as the preparation and the conduct of military exercise, training and education;

Bearing in mind the fact that the armed forces of both Contracting Parties should have the opportunity to train and exercise on each other's territory;

Referring to the provisions of the "Agreement among the states parties to the North Atlantic Treaty Organisation and the other states participating in the Partnership for Peace regarding the status of their forces" (PfP SOFA), and its Additional Protocol, both done in Brussels on 19 June 1995.

Have agreed as follows:

Article I: Definitions

For the purpose of this Agreement, the following definitions shall apply:

- a. Receiving State; means the Contracting Party on whose territory the agreed military exercise, training and education shall take place;
- b. Sending State; means the Contracting Party who sends personnel and military equipment to the Receiving State to participate in the agreed military exercise, training and education;
- c. Sending State's personnel; means the personnel belonging to the Sending State's armed forces including civilian personnel in the employment of and accompanying such a force, who are not nationals of any State which is not a Party to the North Atlantic Treaty or the Partnership for Peace, nor nationals of, nor ordinarily resident in, the Receiving State.

Article II: Purpose and Scope

This Agreement sets out the principles concerning the execution of armed forces activities regarding military exercises, training and education. This Agreement covers activities on the Contracting Parties' territory.

Article III: Co-operation fields

1. Activities under this Agreement may include - but shall not be limited to - the following areas:
 - a. Bilateral or multilateral military exercises, education and training for personnel and units of the armed forces of the Contracting Parties;
 - b. Exchange of personnel;
 - c. Exchanges of lessons learned and development of military teaching materials and training programmes;
 - d. Training for peace support operations;
 - e. Training of personnel for the implementation of international treaties on arms control and disarmament;
 - f. Exchange of information on armed forces organisation, structure and equipment of military units, and personnel management;
 - g. Military medical training;
 - h. Mountaineering and survival training;
 1. Air force training; j. Military sport.
2. This Agreement does not create any obligation for either Contracting Party to participate in any activity as mentioned in paragraph 1.

Article IV: Technical Arrangements

1. Detailed arrangements related to specific exercises, training and education shall be, as needed, specified in Technical Arrangements (TA). These TA's shall be negotiated and concluded separately between the competent authorities in the Federal Department of Defence, Civil Protection and Sports of the Swiss Confederation and the Minister of Defence of the Kingdom of the Netherlands.

2. In order to facilitate the Contracting Parties' long term planning, TA's should be concluded well in advance of the activity in question.

Article V: Planning and Staff Talks

Representatives of the Contracting Parties may meet, as required, to evaluate, co-ordinate and plan activities under this Agreement.

Article VI: Status of Forces and Jurisdiction

1. The status of the Sending State's personnel while in the territory of the Receiving State shall be governed by the Agreement among the states parties to the North Atlantic Treaty Organisation and the other states participating in the Partnership for Peace regarding the status of their forces (PfP SOFA), and its Additional Protocol, both done in Brussels on 19 June 1995.

2. The Sending State shall not hold any national court proceedings in the territory of the Receiving State.

3. Disciplinary matters are a national responsibility of the Contracting Parties.

Article VII: Command and Control

Each Contracting Party shall retain command and control over its armed forces in accordance with its national regulations.

Article VIII: Clearances

Each Contracting Party shall be responsible for its own overflight and landing clearances.

Article IX: Physical Security, Policing Authority and Safety/Security Regulations

1. Facilities made available to the Sending State shall be such as to enable the Sending State to provide effectively for its own security. Regularly constituted military units or formations of the Sending State shall have the right to police these facilities. The military police of the Sending State may take all appropriate measures to ensure maintenance of order and security in such facilities.

2. Outside the facilities, mentioned in paragraph 1, the military police of the Sending State shall be employed only subject to arrangements with the authorities of the Receiving State and in liaison with those authorities and in so far as such employment is necessary to maintain discipline and order among the Sending State's personnel.

3. The personnel of each Contracting Party shall observe its national military and civilian safety and security regulations with regard to the storage and employment of weapons, ammunition, vehicles and other equipment unless the respective Receiving State's safety and security regulations require a higher level of security.

4. In case of joint exercises and training activities, the Contracting Parties shall apply the regulations providing the highest level of security.

Article X: Use of Weapons and Ammunition

Weapons and ammunition may only be used in the Receiving State subject to the consent of the Receiving State on a case-by-case basis. The Sending State shall in due time provide the Receiving State with the information needed to consider the Sending State's request to use weapons and ammunition in the Receiving State.

Article XI: Involvement of Third Countries

Should the Sending State wish to include personnel from a third country's Armed Forces in activities on the Receiving State's territory under this Agreement, the Sending State shall send a proposal to this effect to the Receiving State at the earliest opportunity during the planning process for the consideration and possible approval by the Receiving State. If the Receiving State decides to consent to such participation, the Sending State shall not be responsible for arrangements and obligations concerning the status of the third country's personnel in the territory of the Receiving State. Separate arrangements may be necessary between the Receiving State and the third country.

Article XII: Technical Investigations

1. The Sending State is responsible for the airworthiness of its aircraft and the good state of repair or adequate technical state of its vehicles.

2. If an aircraft or vehicle of the Sending State is involved in an incident or accident, the Sending State is obliged to report the incident or accident immediately to the Receiving State. In support of this procedure, the Receiving State shall state a point of contact for each activity under this Agreement.

3. The appropriate authorities of the Sending State shall have the right to request a technical investigation in the Receiving State concerning incidents or accidents of a Sending State's military aircraft or vehicle. Technical investigations shall be carried out in accordance with the national laws and regulations of the Receiving State.

4. Technical investigations in the Receiving State may take place either
 - a. by the authorities of the Receiving State, or
 - b. by the Sending State's authorities in coordination with the authorities of the Receiving State when the Receiving State does not set up an investigation or when the Receiving State leaves the investigation to the authorities of the Sending State.
5. Representatives of the Sending State may participate in investigations mentioned in paragraph 4a.
6. In case of paragraph 4a, the representatives of the Sending State shall under the direction of the leading investigating authority of the Receiving State be authorised to:
 - a. enter the scene of the accident or incident;
 - b. investigate the wreck;
 - c. bring in witnesses and evidence;
 - d. receive information about witnesses and propose items of questioning;
 - e. have access to all evidence as soon as possible;
 - f. participate in the disclosure of recorded information;
 - g. receive copies of all relevant documentation;
 - h. participate in investigative activities outside the scene of the accident or incident;
 - i. participate in meetings concerning the progress of the investigation;
 - j. make recommendations in respect of the various elements of the investigation.
7. Where classified information is involved in any way in the framework of technical investigations following an accident or incident, the Contracting Parties shall apply the provisions of the security arrangements as mentioned in Article XV.
8. The Sending State shall bear all costs of its participation in an investigation.

Article XIII: Medical and Dental Support

1. Each Contracting Party shall ensure the provision of a sufficient health insurance for its personnel.
2. The Sending State has a responsibility to ensure that the Sending State's personnel are medically and dentally fit prior to participating in the activity in question.
3. Emergency medical care and emergency dental treatment in military establishments shall be provided free of charge. Costs for further medical and dental treatment shall be borne by the Sending State.

Article XIV: Financial Arrangements

1. Each Contracting Party shall cover its own costs for personnel and equipment when performing activities under this Agreement.
2. For any services which are not provided free of charge, the Contracting Parties shall, in accordance with national laws and procedures, negotiate for payment either in cash or payment in kind. Any balance in respect of payments in kind shall be settled within a term of maximum three years. Detailed arrangements related to financial aspects will be agreed upon in Technical Arrangements.

Article XV: Disclosure of Information

All classified information and materiel exchanged or generated in connection with this Agreement shall be used, transmitted, stored, handled and safeguarded in accordance with the relevant security arrangements between Switzerland and the Kingdom of the Netherlands.

Article XVI: Application for the Kingdom of the Netherlands

With respect to the Kingdom of the Netherlands this Agreement shall apply to the territory of the Kingdom in Europe only.

Article XVII: Settlement of Disputes

Any dispute arising out of or in connection with this Agreement shall be resolved exclusively by means of negotiations and consultations between the Contracting Parties.

Article XVIII: Final Provisions

1. This Agreement shall enter into force on the date on which both Contracting Parties have informed each other that all constitutional procedures for the entry into force have been fulfilled and shall be applied provisionally from the first day of the second month following the date of signature.
2. Any modification or amendment to this Agreement shall be made by agreement among the Contracting Parties. All such modifications or amendments shall enter into force on the date on which both Contracting Parties have informed each other that all constitutional procedures for the entry into force have been fulfilled.

3. This Agreement may be terminated by either Contracting Party by giving a 6 months notice in writing to the other.

4. Notwithstanding a termination of this Agreement, all outstanding financial obligations under this Agreement shall continue to be subject to the provisions of this Agreement.

Done in The Hague on 12 April 2007 language in duplicate in the English language.

For the Swiss Federal Council:

For the Government of the Kingdom of the Netherlands: