2026/581

17.3.2026

AGREEMENT BETWEEN THE EUROPEAN UNION AND THE SWISS CONFEDERATION ESTABLISHING A FRAMEWORK FOR THE PARTICIPATION OF THE SWISS CONFEDERATION IN EUROPEAN UNION CRISIS MANAGEMENT OPERATIONS

THE EUROPEAN UNION (hereinafter referred to as the 'Union' or the 'EU'),

of the one part, and

THE SWISS CONFEDERATION (hereinafter referred to as 'Switzerland'),

of the other part,

both hereinafter referred to, individually, as 'Party' and, jointly, as the 'Parties',

ACKNOWLEDGING that in the framework of its common security and defence policy, the Union may decide to undertake crisis management operations which may include the tasks set out in Articles 42(1) and 43(1) of the Treaty on European Union, as decided by the Council of the European Union (the 'Council');

RECOGNISING the importance of world peace for the development of all States, and remaining committed to contributing towards maintaining peace and security in Europe and in the broader world, based on the principles of the Charter of the United Nations;

CONSIDERING the commitment between the Parties to strengthen their cooperation in matters concerning security and defence, and recognising the added-value of the personnel and forces of Switzerland when used in EU crisis management operations;

DESIRING to set down general conditions regarding the participation of Switzerland in EU crisis management operations in an agreement establishing a framework for such possible future participation, rather than defining those conditions on a case-by-case basis for each operation concerned;

CONSIDERING that this Agreement between the European Union and the Swiss Confederation establishing a framework for the participation of the Swiss Confederation in European Union crisis management operations (the 'Agreement') should be without prejudice to the decision-making autonomy of the Union regarding its common security and defence policy, and should not prejudge the case-by-case nature of the decision by Switzerland to participate in an EU crisis management operation;

CONSIDERING that the decision by Switzerland to participate in an EU crisis management operation will be taken on a case-by-case basis in full respect of Switzerland's domestic law and in full respect of Switzerland's rights and obligations based on its permanent neutrality under international law;

WHEREAS the Union will decide whether third States will be invited to participate in an EU crisis management operation and whereas Switzerland may accept the invitation by the Union and offer its contribution; in such a case, the Union will decide whether or not to accept the proposed contribution;

HAVE AGREED AS FOLLOWS:

SECTION I

GENERAL PROVISIONS

Article 1

Decisions relating to participation

1. Following the decision of the Union to invite Switzerland to participate in an EU crisis management operation, Switzerland shall, in the implementation of this Agreement, communicate the decision of its competent authority regarding its participation, including its proposed contribution, to the Union.

2. The Union shall provide Switzerland with an early indication of the likely contribution to the common costs of the operation, as soon as possible, with a view to assisting Switzerland in the formulation of its offer.

3. The assessment by the Union of the proposed contribution by Switzerland shall be conducted in consultation with Switzerland.

4. The Union shall communicate in writing to Switzerland the outcome of its assessment and decision on the proposed contribution by Switzerland, with a view to securing the participation of Switzerland, in accordance with this Agreement.

5. The contribution proposed by Switzerland pursuant to paragraph 1 of this Article, and its acceptance by the Union pursuant to paragraph 4 of this Article, shall constitute the basis for the application of this Agreement to each specific EU crisis management operation.

6. Switzerland may, on its own initiative or at the request of the Union, and following consultations between the Parties, withdraw wholly or in part, at any time, from participation in an EU crisis management operation.

7. Following a decision to withdraw in accordance with paragraph 6 of this Article, Switzerland may remove all its contributions to the relevant EU crisis management operation from that operation without delay. In such a case, Switzerland shall ensure a structured withdrawal, in coordination with the EU Head of Mission or EU Operation Commander.

Article 2

Framework

1. Switzerland shall associate itself with the relevant Decision by which the Council decides that the Union will conduct a crisis management operation, and with any other Decision by which the Council decides to extend a crisis management operation, in accordance with this Agreement and any required implementing arrangements.

2. The contribution of Switzerland to an EU crisis management operation shall be without prejudice to the decision-making autonomy of the Union.

Article 3

Status of personnel and forces of Switzerland

1. The status of personnel seconded to an EU civilian crisis management operation and that of personnel and forces contributed to an EU military crisis management operation by Switzerland shall be governed by the relevant status of forces agreement or status of mission agreement, if such agreement is concluded, or by any other arrangement between the Union and the State or States in which the operation is conducted. Switzerland shall be informed thereof.

2. The status of personnel contributed to headquarters or command elements located outside the State or States in which the EU crisis management operation takes place shall be governed by arrangements between the headquarters and command elements concerned and the competent authorities of Switzerland.

3. Without prejudice to the status of forces agreement or status of mission agreement referred to in paragraph 1 of this Article, Switzerland shall exercise jurisdiction over its personnel participating in the EU crisis management operation. Where the forces of Switzerland operate on board a vessel or aircraft of a Member State of the Union, the jurisdiction of that Member State shall be in accordance with existing or future agreements, its laws and regulations and international law.

4. Switzerland shall be responsible for answering any claims linked to its participation in an EU crisis management operation from, or concerning, any of its personnel and shall be responsible for bringing any action, in particular legal or disciplinary, against any of its personnel in accordance with its laws and regulations.

5. The Parties agree to waive any and all claims, other than contractual claims, against each other for damage to, loss of, or destruction of assets owned or operated by either Party, or injury to or death of personnel of either Party, arising out of the performance of their official duties in connection with activities under this Agreement, except in the case of gross negligence or wilful misconduct.

6. Switzerland undertakes to make a declaration as regards the waiver of claims against any State participating in an EU crisis management operation in which Switzerland participates, and to do so at the time of signing of this Agreement.

7. The Union undertakes to ensure that its Member States make a declaration as regards the waiver of claims for any future participation of Switzerland in an EU crisis management operation, and to do so at the time of signing of this Agreement.

Article 4

Classified information

The Agreement between the Swiss Confederation and the European Union on the security procedures for the exchange of classified information, done at Brussels on 28 April 2008, and any security arrangement implementing it apply to all exchanges of classified information in the context of an EU crisis management operation. In that framework, Switzerland shall take appropriate measures to ensure that EU classified information is protected in accordance with the Council security rules for protecting EU classified information, contained in Council Decision 2013/488/EU [1], and in accordance with further guidance issued by competent authorities, including by the EU Operation Commander concerning an EU military crisis management operation, or by the EU Head of Mission concerning an EU civilian crisis management operation.

SECTION II

PROVISIONS ON PARTICIPATION IN EU CIVILIAN CRISIS MANAGEMENT OPERATIONS

Article 5

Personnel seconded to an EU civilian crisis management operation

1. Switzerland shall:

(a) ensure that, in accordance with this Agreement and any required implementing arrangements, its personnel seconded to an EU civilian crisis management operation undertake their mission in accordance with:

(i) the relevant Council Decision and subsequent amendments thereto as referred to in Article 2(1);

(ii) the Operation Plan;

(iii) any applicable implementing arrangements; and

(iv) any applicable policy for EU civilian crisis management operations;

(b) inform the EU Civilian Operation Commander in due time of any change to its contribution to the EU civilian crisis management operation.

2. Personnel seconded by Switzerland to an EU civilian crisis management operation shall undergo a medical examination, be vaccinated (as required) and be certified medically fit for duty by the competent authority of Switzerland, and shall produce a copy of that certification.

[1] Council Decision 2013/488/EU of 23 September 2013 on the security rules for protecting EU classified information, in the version in force on the date of signature of this Agreement (OJ EU L 274, 15.10.2013, p. 1, ELI: http://data.europa.eu/eli/dec/2013/488/oj).

3. Personnel seconded by Switzerland shall carry out their duties and conduct themselves solely with the interests of the EU civilian crisis management operation in mind, while adhering to the highest standards of behaviour set out in the policies applicable to EU civilian crisis management operations.

Article 6

Chain of command

1. All personnel participating in an EU civilian crisis management operation shall remain under the full command of their national authorities.

2. National authorities shall transfer operational control to the EU Civilian Operation Commander.

3. The EU Civilian Operation Commander shall assume responsibility and exercise command and control of the EU civilian crisis management operation at strategic level.

4. The EU Head of Mission shall assume responsibility and exercise command and control of the EU civilian crisis management operation at theatre level and assume its day-to-day management.

5. Switzerland shall have the same rights and obligations in terms of day-to-day management of the operation as the Member States of the Union taking part in the operation, in accordance with the legal instruments referred to in Article 2(1).

6. The EU Head of Mission shall be responsible for disciplinary control over the personnel of the EU civilian crisis management operation. Where required, disciplinary action shall be taken by the national authority concerned.

7. A National Contingent Point of Contact ('NPC') shall be appointed by Switzerland to represent its national contingent in the EU civilian crisis management operation. The NPC shall report to the EU Head of Mission on national matters and shall be responsible for the day-to-day discipline of the contingent of Switzerland.

8. The decision to end the EU civilian crisis management operation shall be taken by the Union, following consultation with Switzerland if it is still contributing to that operation at that date.

Article 7

Financial aspects

1. Without prejudice to Article 8, Switzerland shall assume all the costs associated with its participation in an EU civilian crisis management operation apart from the running costs, as set out in the operational budget of the operation.

2. In the event of death of, injury to, loss of or damage to natural or legal persons from the State or States in which the EU civilian crisis management operation is conducted, issues of possible liability and compensation by Switzerland shall be governed by the conditions set out in the applicable status of mission agreement referred to in Article 3(1) or any alternative applicable provisions.

Article 8

Contribution to the operational budget

1. Subject to paragraph 4 of this Article and notwithstanding Article 1(5), Switzerland shall contribute to the financing of the operational budget of the EU civilian crisis management operation concerned.

2. The contribution referred to in paragraph 1 of this Article shall be calculated on the basis of either of the following formulae, whichever produces the lower amount:

(a) the share of the reference amount for the operational budget which is in proportion to the ratio of Switzerland's gross national income (GNI) to the total GNIs of all States contributing to the operational budget of the operation; or

(b) the share of the reference amount for the operational budget which is in proportion to the ratio of the number of personnel from Switzerland participating in the operation to the total number of personnel of all States participating in the operation.

3. Notwithstanding paragraphs 1 and 2 of this Article, Switzerland shall not make any contribution towards the financing of per diem allowances paid to personnel of the Member States of the Union.

4. Notwithstanding paragraph 1 of this Article, the Union shall, in principle, exempt Switzerland from financial contributions to a particular EU civilian crisis management operation where the Union considers that Switzerland provides a significant contribution which is essential for that operation.

5. Subject to paragraph 1 of this Article, any arrangement regarding the payment of the contributions of Switzerland to the operational budget of an EU civilian crisis management operation shall be entered into between the competent authorities of the Parties and shall, inter alia, include provisions on:

(a) the amount of the financial contribution concerned;

(b) the arrangements for payment of the financial contribution; and

(c) the auditing procedure.

SECTION III

PROVISIONS ON PARTICIPATION IN EU MILITARY CRISIS MANAGEMENT OPERATIONS

Article 9

Participation in an EU military crisis management operation

1. Switzerland shall:

(a) ensure that, in accordance with this Agreement and any required implementing arrangements, its forces and personnel participating in an EU military crisis management operation undertake their mission in accordance with:

(i) the relevant Council Decision and subsequent amendments thereto as referred to in Article 2(1);

(ii) the Operation Plan;

(iii) any applicable implementing arrangements; and

(iv) any applicable policy for EU military crisis management operations;

(b) inform the EU Operation Commander in due time of any change to its participation in the EU military crisis management operation.

2. Personnel seconded by Switzerland shall carry out their duties and conduct themselves solely with the interests of the EU military crisis management operation in mind, while adhering to the highest standards of behaviour set out in the policies applicable to EU military crisis management operations.

Article 10

Chain of command

1. All forces and personnel participating in an EU military crisis management operation shall remain under the full command of their national authorities.

2. National authorities shall transfer the operational and tactical command and/or control of their forces and personnel to the EU Operation Commander, who is entitled to delegate his authority.

3. Switzerland shall have the same rights and obligations in terms of the day-to-day management of the EU military crisis management operation as the Member States of the Union taking part in the operation, in accordance with the legal instruments referred to in Article 2(1).

4. The EU Operation Commander may, following consultations with Switzerland, at any time request the withdrawal of the contribution by Switzerland.

5. A Senior Military Representative ('SMR') shall be appointed by Switzerland to represent its national contingent in the EU military crisis management operation. The SMR shall consult with the EU Force Commander on all matters affecting the operation and shall be responsible for the day-to-day discipline of the contingent of Switzerland.

Article 11

Financial aspects

1. Without prejudice to Article 12 of this Agreement, Switzerland shall assume all the costs associated with its participation in the EU military crisis management operation unless the costs are subject to common funding as provided for in the legal instruments referred to in Article 2(1) of this Agreement, as well as in Council Decision 2021/509 ([2]).

2. In the event of death of, injury to, loss of or damage to natural or legal persons from the State or States in which the EU military crisis management operation is conducted, issues of possible liability and compensation by Switzerland shall be governed by the conditions set out in the applicable status of forces agreement referred to in Article 3(1) or any applicable alternative provisions.

Article 12

Contribution to the common costs

1. Subject to paragraph 3 of this Article and notwithstanding Article 1(5), Switzerland shall contribute to the financing of the common costs of the EU military crisis management operation concerned.

2. The contribution referred to in paragraph 1 of this Article shall be calculated on the basis of either of the following formulae, whichever produces the lower amount:

(a) the share of the common costs which is in proportion to the ratio of Switzerland's GNI to the total GNIs of all States contributing to the common costs of the operation; or

(b) the share of the common costs which is in proportion to the ratio of the number of personnel from Switzerland participating in the operation to the total number of personnel of all States participating in the operation.

Where the formula under point (b) of this paragraph is used, and Switzerland contributes personnel to the Operation or Force Headquarters only, the ratio used shall be that of its personnel to the total number of the respective headquarters personnel. In other cases, the ratio shall be that of all personnel contributed by Switzerland to the total personnel of the operation.

([2]) Council Decision (CFSP) 2021/509 of 22 March 2021 establishing a European Peace Facility, and repealing Decision (CFSP) 2015/528 (OJ EU L 102, 24.3.2021, p. 14, ELI: http://data.europa.eu/eli/dec/2021/509/oj).

3. Notwithstanding paragraph 1 of this Article, the Union shall, in principle, exempt Switzerland from financial contributions to a particular EU military crisis management operation where the Union considers that Switzerland provides a significant contribution which is essential for this operation.

4. Subject to paragraph 1 of this Article, any arrangements for the payment of the contributions of Switzerland to the common costs shall be entered into between the competent authorities of the Parties and shall, inter alia, include provisions on:

(a) the amount of the financial contribution concerned;

(b) the arrangements for payment of the financial contribution; and

(c) the auditing procedure.

SECTION IV

FINAL PROVISIONS

Article 13

Arrangements to implement the Agreement

Without prejudice to Articles 8(5) and 12(3), any necessary technical and administrative arrangements in pursuance of the implementation of this Agreement shall be entered into between the competent authorities of the Parties.

Article 14

Competent authorities

For the purposes of this Agreement, the competent authorities of Switzerland shall be:

— for EU military crisis management operations, the competent authorities of the Federal Department of Defence, Civil Protection and Sport,

— for EU civilian crisis management operations, the competent authorities of the Federal Department of Foreign Affairs,

unless the Union is otherwise notified.

Article 15

Non-compliance

Should either Party fail to comply with its obligations under this Agreement, the other Party shall have the right to terminate this Agreement by providing one month's written notice.

Article 16

Dispute settlement

Disputes concerning the interpretation or application of this Agreement shall be settled by diplomatic means between the Parties.

Article 17

Entry into force, duration and termination

1. This Agreement shall enter into force on the first day of the month following the month during which the Parties have notified each other of the completion of the internal legal procedures necessary for the entry into force of this Agreement.

2. This Agreement shall be reviewed upon the request of either Party.

3. This Agreement may be amended on the basis of a written agreement between the Parties. The amendments shall enter into force in accordance with the procedure laid down in paragraph 1 of this Article.

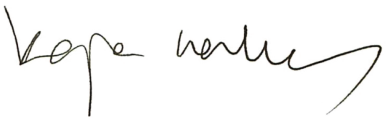
4. This Agreement may be terminated by either Party by written notice of termination given to the other Party. Such termination shall take effect six months after receipt of notification by the other Party.

IN WITNESS WHEREOF, the undersigned, duly authorised to this effect, have signed this Agreement.

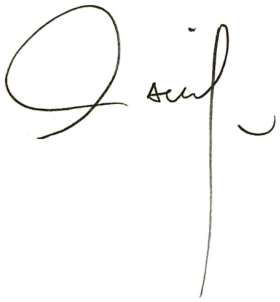
Done in the English and German languages, each being equally authentic.

Done at Zurich on the fifth day of March in the year two thousand and twenty-six.

For the European Union



For the Swiss Confederation



DECLARATION BY THE MEMBER STATES OF THE UNION APPLYING A COUNCIL DECISION ON AN EU CRISIS MANAGEMENT OPERATION IN WHICH THE SWISS CONFEDERATION PARTICIPATES, REGARDING THE WAIVER OF CLAIMS

'The Member States of the Union applying a Council Decision on an EU crisis management operation in which Switzerland participates will endeavour, insofar as their internal legal systems so permit, to waive as far as possible any claims against Switzerland for injury to, or death of, their personnel or damage to, or loss of, any assets owned by them and used by the EU crisis management operation if such injury, death, damage or loss:

— was caused by personnel, contributed by Switzerland to an EU crisis management operation, in the execution of their duties in connection with that operation, except in the case of gross negligence or wilful misconduct; or

— arose from the use of any assets owned by Switzerland, provided that the assets were used in connection with the EU crisis management operation, except in the case of gross negligence or wilful misconduct by personnel contributed by Switzerland to that operation, using those assets.'

DECLARATION BY THE SWISS CONFEDERATION REGARDING THE WAIVER OF CLAIMS AGAINST ANY STATE PARTICIPATING IN EU CRISIS MANAGEMENT OPERATIONS

'Switzerland, having agreed to participate in an EU crisis management operation, will endeavour, insofar as its internal legal system so permits, to waive as far as possible any claims against any State participating in the EU crisis management operation for injury to, or death of, its personnel or damage to, or loss of, any assets owned by it and used by the EU crisis management operation if such injury, death, damage or loss:

— was caused by personnel contributed by any State participating in the EU crisis management operation, in the execution of their duties in connection with that operation, except in the case of gross negligence or wilful misconduct; or

— arose from the use of any assets owned by States participating in the EU crisis management operation, provided that the assets were used in connection with that operation, except in the case of gross negligence or wilful misconduct by EU crisis management operation personnel using those assets.'