

**AGREEMENT****between the European Union and the Swiss Confederation on the participation of the Swiss Confederation in the European Union Rule of Law Mission in Kosovo, EULEX KOSOVO**

THE EUROPEAN UNION (EU),

of the one part, and

THE SWISS CONFEDERATION,

of the other part,

hereinafter referred to as the 'Parties',

TAKING INTO ACCOUNT:

- the adoption by the Council of the European Union of Joint Action 2008/124/CFSP of 4 February 2008 on the European Union Rule of Law Mission in Kosovo, EULEX KOSOVO,
- the invitation to the Swiss Confederation to participate in the European Union Rule of Law Mission in Kosovo, EULEX KOSOVO,
- the successful completion of the Force Generation process and the recommendation by the EU Civilian Operation Commander and the Committee for Civilian Aspects of Crisis Management to agree on the participation of the Swiss Confederation in the EU-led operation,
- the Political and Security Committee Decision EULEX/2/2008 of 22 April 2008 on the acceptance of the Swiss Confederation's contribution to the EU Rule of Law Mission in Kosovo, EULEX KOSOVO,

HAVE AGREED AS FOLLOWS:

*Article 1*

**Participation in the operation**

1. The Swiss Confederation shall associate itself with the Joint Action 2008/124/CFSP of 4 February 2008 on the European Union Rule of Law Mission in Kosovo, EULEX KOSOVO (hereinafter 'EULEX KOSOVO'), and with any Joint Action or Decision by which the Council of the European Union decides to extend EULEX KOSOVO, in accordance with the provisions of this Agreement and any required implementing arrangements.

2. The contribution of the Swiss Confederation to EULEX KOSOVO is without prejudice to the decision-making autonomy of the European Union.

3. The Swiss Confederation shall ensure that its personnel participating in the EULEX KOSOVO undertake their mission in conformity with:

- the Joint Action 2008/124/CFSP on European Union Rule of Law Mission in Kosovo, EULEX KOSOVO and possible subsequent amendments,

- the Operation Plan,

- implementing measures.

4. Personnel seconded to EULEX KOSOVO by the Swiss Confederation shall carry out their duties and conduct themselves solely with the interest of EULEX KOSOVO in mind.

5. The Swiss Confederation shall inform in due time the Civilian Operation Commander and the Head of Mission of EULEX KOSOVO (hereinafter 'Head of Mission') of any change to its contribution to EULEX KOSOVO.

6. Personnel seconded to EULEX KOSOVO shall undergo a medical examination, vaccination and be certified medically fit for duty by a competent authority from the Swiss Confederation. Personnel seconded to EULEX KOSOVO shall produce a copy of this certification.

*Article 2***Status of personnel**

1. The status of the personnel contributed to EULEX KOSOVO by the Swiss Confederation shall be governed by the provisions on the status of mission, as provided by Article 10(1) of the Joint Action 2008/124/CFSP of 4 February on the European Union Rule of Law Mission in Kosovo, EULEX KOSOVO.

2. The status of personnel contributed to headquarters or command elements located outside Kosovo, shall be governed by arrangements between the headquarters and command elements concerned and the Swiss Confederation.

3. Without prejudice to the agreement on the status of mission referred to in paragraph 1 of this Article, if available, the Swiss Confederation shall exercise jurisdiction over its personnel participating in EULEX KOSOVO.

4. The Swiss Confederation shall be responsible for answering any claims, from or concerning any of its personnel, linked to the participation in EULEX KOSOVO. The Swiss Confederation 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 Swiss Confederation undertakes to make a declaration as regards the waiver of claims against any State participating in EULEX KOSOVO, and to do so when signing this Agreement. A model for such a declaration is annexed to this Agreement.

6. The European Union Member States undertake to make a declaration as regards the waiver of claims, for the participation of the Swiss Confederation in EULEX KOSOVO, and to do so when signing this Agreement. A model for such a declaration is annexed to this Agreement.

*Article 3***Classified information**

1. The Swiss Confederation shall take appropriate measures to ensure that EU classified information is protected in accordance with the European Union Council's security regulations, contained in Council Decision 2001/264/EC of 19 March 2001, and in accordance with further guidance issued by competent authorities, including the Head of Mission.

2. Where the EU and the Swiss Confederation have concluded an agreement on security procedures for the

exchange of classified information, the provisions of such an agreement shall apply in the context of EULEX KOSOVO.

*Article 4***Chain of command**

1. All personnel participating in EULEX KOSOVO shall remain under the full command of their national authorities.

2. National authorities shall transfer operational control to the Civilian Operations Commander, who shall exercise command and control at the strategic level.

3. The Head of Mission shall assume responsibility and exercise command and control of EULEX KOSOVO at theatre level.

4. The Head of Mission shall exercise command and control over personnel, teams and units from contributing States as assigned by the Civilian Operation Commander together with administrative and logistic responsibility including over assets, resources and information placed at the disposal of EULEX KOSOVO.

5. The Swiss Confederation shall have the same rights and obligations in terms of the day-to-day management of the operation as participating European Union Member States taking part in the operation, in accordance with the legal instruments referred to in Article 1, paragraph 1, of this Agreement.

6. The Head of Mission shall be responsible for disciplinary control over the personnel of EULEX KOSOVO. Where required, disciplinary action shall be taken by the national authority concerned.

7. A National Contingent Leader (NCL) shall be appointed by the Swiss Confederation to represent its national contingent in EULEX KOSOVO. The NCL shall report to the Head of Mission on national matters and shall be responsible for day-to-day contingent discipline.

8. The decision to end the operation shall be taken by the European Union, following consultation with the Swiss Confederation, provided that the Swiss Confederation is still contributing to EULEX KOSOVO at the date of termination of the operation.

*Article 5***Financial aspects**

1. The Swiss Confederation shall assume all the costs associated with its participation in the operation apart from the costs which are subject to common funding, as set out in the operational budget of the operation.
2. In case of death, injury, loss or damage to natural or legal persons from the territory where the operation is conducted, the Swiss Confederation shall, when its liability has been established, pay compensation under the conditions foreseen in the agreement on the status of mission, if available, as referred to in Article 2(1) of this Agreement.

*Article 6***Arrangements to implement the Agreement**

Any necessary technical and administrative arrangements in pursuance of the implementation of this Agreement shall be concluded between the Secretary-General of the Council of the European Union/High Representative for the Common Foreign and Security Policy, and the appropriate authorities of the Swiss Confederation.

*Article 7***Non-compliance**

Should one of the Parties fail to comply with its obligations laid down in the previous Articles, the other Party shall have the

right to terminate this Agreement by serving a notice of one month.

*Article 8***Dispute settlement**

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

*Article 9***Entry into force**

1. This Agreement shall enter into force on the first day of the first month after the Parties have notified each other of the completion of the internal procedures necessary for this purpose.
2. This Agreement shall be provisionally applied from the date of signature.
3. This Agreement shall remain in force for the duration of the Swiss Confederation's contribution to the operation.

Done at Brussels, 29 July 2008.

*For the European Union*

*For the Swiss Confederation*

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## ANNEX

**DECLARATIONS****Declaration by the EU Member States**

The EU Member States applying the EU Joint Action 2008/124/CFSP on the European Union Rule of Law Mission in Kosovo, EULEX KOSOVO, will endeavour, insofar as their internal legal systems so permit, to waive as far as possible claims against the Swiss Confederation for injury, death of their personnel, or damage to, or loss of, any assets owned by themselves and used by EULEX KOSOVO if such injury, death, damage or loss was caused by personnel from the Swiss Confederation in the execution of their duties in connection with EULEX KOSOVO, except in case of gross negligence or wilful misconduct, or arose from the use of any assets owned by the Swiss Confederation, provided that the assets were used in connection with the operation and except in case of gross negligence or wilful misconduct of the personnel of EULEX KOSOVO from the Swiss Confederation using those assets.

**Declaration by the Swiss Confederation**

As a participant to the European Union Rule of Law Mission in Kosovo, EULEX KOSOVO, established by the EU Joint Action 2008/124/CFSP, the Swiss Confederation will endeavour, insofar as its internal legal system so permits, to waive as far as possible claims against any other State participating in EULEX KOSOVO for injury, death of its personnel, or damage to, or loss of, any assets owned by itself and used by EULEX KOSOVO if such injury, death, damage or loss was caused by personnel in the execution of their duties in connection with EULEX KOSOVO, except in case of gross negligence or wilful misconduct, or arose from the use of any assets owned by States participating in EULEX KOSOVO, provided that the assets were used in connection with the operation and except in case of gross negligence or wilful misconduct of the personnel of EULEX KOSOVO using those assets.

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