

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SWISS CONFEDERATION

AND

THE KINGDOM OF SWEDEN

CONCERNING

**THE EXECUTION OF COMMON ACTIVITIES REGARDING MILITARY TRAINING AND
EDUCATION IN THE FIELD OF LAND AND AIR FORCES**

THE SWISS CONFEDERATION

and

THE KINGDOM OF SWEDEN

hereinafter referred to as **the Parties**

have, with the aim of intensifying relations concerning mutual military education and training between Switzerland and the Kingdom of Sweden, reached the following understandings:

Preamble

Considering the long lasting co-operation between the Land and Air Forces of Switzerland and the Kingdom of Sweden;

Desiring of maintaining an active relationship between the Parties respective Land and Air Forces by which their experience, professional knowledge and training doctrine will be shared for mutual benefit to the extent possible with regard to policies, laws and regulations of Switzerland and of the Kingdom of Sweden;

Having in mind the fact that the Land and Air Forces of both Parties may train and exercise on each other's territory;

Wishing to facilitate the procedures for the preparation and conduct of military training and education.

Section I

DEFINITIONS

For the purpose of this Memorandum of Understanding (MOU) the following definitions will apply:

- a. Host Nation (HN); means the Party in which territory the agreed military training and education will take place,
- b. Sending Nation (SN); means the Party who sends personnel to the HN to participate in such military training and education,
- c. Sending Nation personnel (SN personnel); means the personnel belonging to the Parties' Land or Air Forces and its employed civilian personnel accompanying such a force.

Section II

PURPOSE

1. This MOU sets out the general terms, conditions and responsibilities for the execution of Land and Air Force activities regarding military education and training including the exchange of knowledge and personnel.
2. This MOU is not intended to supersede national law or international obligations by which the Parties are bound and, in case of conflict, national law and international obligations will prevail. The Parties will notify each other in the case of any conflict arising out of this MOU.
3. All activities of the Parties under this MOU will be subject to the availability of funds appropriated for such activities.

Section III

TECHNICAL ARRANGEMENTS

1. Detailed arrangements related to specific training and education will be agreed upon in Technical Arrangements (TA). These will be negotiated and concluded separately between the Parties concerning each such project or activity. The TA's will be concluded within the auspices of this MOU.
2. If any inconsistency or ambiguity exists between this MOU and a TA, the MOU will have precedence.
3. In order to facilitate long term planning a TA must be concluded well in advance of the training and education.

Section IV

OPERATIONAL RULES

1. Training and education will be conducted in accordance with the rules and regulations of the HN. Details will be implemented in the TA.
2. The SN personnel is allowed to wear its national uniform and insignia as defined by their national dress code. Customs of the HN will be observed with respect to wearing civilian clothes.

Section V

CLEARANCES

1. The Parties are, within the framework of their respective laws and regulations, obliged to act for a smooth-running crossing of border by persons, vehicles, aeroplanes; equipment and other such goods needed to execute common activities under this MOU.
2. Each Party will be responsible for its own overflight and landing clearances.
3. Aircraft and vehicles in use by the SN will have access to the HN's airspace, airfields and public roads for the preparations, conduct and support of the education or training.

4. Military vehicles in use by the SN will be exempt from any road or other taxes of the HN. The HN accepts as valid, without a driving test or fee, the driving permit or licence or military driving permit issued by the SN to its personnel.

Section VI

SAFETY AND SECURITY

1. The HN will be responsible for the overall security measures related to an activity unless otherwise agreed upon.
2. The SN will observe its own safety regulations unless HN safety and security regulations are more strict in which case HN regulations will be observed.
3. The Parties and their deployed personnel will respect the HN environmental regulations and procedures, as well as any regulations in respect of the storage, movement or disposal of hazardous materials and ammunitions.

Section VII

FLIGHT SAFETY

1. Flight safety is of paramount importance and the highest standards of airmanship are demanded of all participants.
2. The SN is responsible for the airworthiness of its aircraft and equipment.
3. Accidents or incidents that occur on the territory of the HN involving a military aircraft from the SN will be investigated in accordance with the laws and regulations of the HN.
4. If a military aircraft from the SN is involved in an accident the HN will secure the place.
5. Investigators representing the SN authority will have the right to undertake a technical investigation concerning the crash of a SN military aircraft in co-ordination with the HN. SN investigators may be assigned to assist HN investigators and will have full insight in the work of the investigation board. The SN will bear all its costs incurred by participation in an investigation.

Section VIII

WEAPONS AND AMMUNITION

1. SN personnel may possess and carry arms and ammunition in accordance with HN laws and on condition that they are authorized to do so by their orders. However, arms and ammunition shall only be carried and used by SN personnel during the education and training to the extent, at such times, and in such areas as determined in the corresponding TA.
2. SN personnel may only use arms in accordance with the laws of the HN.

Section IX
DISCIPLINE AND JURISDICTION

1. The SN personnel will respect the laws, regulations and customs of the HN.
2. Subject to the provisions of this Section:
 - a. the military authorities of the SN shall have the right to exercise within the HN all criminal and disciplinary jurisdiction conferred on them by the law of the SN over all persons subject to the military law of that State;
 - b. the authorities of the HN shall have jurisdiction over the SN personnel with respect to offences committed within the territory of the HN and punishable by the law of that State.
3.
 - a. The military authorities of the SN shall have the right to exercise exclusive jurisdiction over persons subject to the military law of that State with respect to offences, including offences relating to its security, punishable by the law of the SN, but not by the law of the HN.
 - b. The authorities of the HN shall have the right to exercise exclusive jurisdiction over SN personnel with respect to offences, including offences relating to the security of that State, punishable by its law but not by the law of the SN.
 - c. For the purposes of this Section and of paragraph 4 of this Section a security offence against a State shall include:
 1. Treason against the State;
 2. Sabotage, espionage or violation of any law relating to official secrets of that State, or secrets relating to the national defense of that State.
4. In cases where the right to exercise jurisdiction is concurrent the following rules shall apply:
 - a. The military authorities of the SN shall have the primary right to exercise jurisdiction over SN personnel in relation to:
 1. Offences solely against the property or security of that State, or offences solely against the person or property of another SN personnel;
 2. Offences arising out of any act or omission done in the performance of official duty.
 - b. In the case of any other offence the authorities of the HN shall have the primary right to exercise jurisdiction.
 - c. If the State having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other State for a waiver of its right in cases where that other State considers such waiver to be of particular importance.
5. The foregoing provisions of this Section shall not imply any right for the military authorities of the SN to exercise jurisdiction over persons who are nationals of or ordinarily resident in the HN, unless they are SN personnel.
6.
 - a. The authorities of the Parties shall assist each other in the arrest of SN personnel in the territory of the HN and in handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions.
 - b. The authorities of the HN shall notify promptly the military authorities of the SN of the arrest of any SN personnel.
 - c. The custody of an accused SN personnel over which the HN is to exercise jurisdiction shall, if he is in the hands of the SN, remain with that State until he is charged by the HN.

7. a. The authorities of the Parties shall assist each other in the carrying out of all necessary investigations into offences, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offence. The handing over of such objects may, however, be made subject to their return within the time specified by the authority delivering them.
- b. The authorities of the Parties shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.
8. The HN will not take disciplinary action against SN personnel. The SN is authorized to take appropriate disciplinary measures which are immediately necessary to ensure and maintain order and security within the SN force.
9. While exercising its jurisdiction in conformity with this section the SN will, however, not be allowed to establish a court or executing sentences on the territory of the HN.

Section X

CLAIMS

1. Claims arising from or related to the operation of this MOU will be dealt with as follows:
The Parties waive all their claims against each other for damage to any property owned and used by its land, sea or air armed forces, if such damage:
 1. Was caused by a person participating in military training and education in the performance of official duties, or
 2. Arose from the use of any vehicle, vessel or aircraft owned by the other Party and used by its armed services provided that either the vehicle, vessel or aircraft causing the damage was being used for official purposes, or that the damage was caused to the property being so used.
2. The Parties waive all their claims against each other for injury or death suffered by any person participating in military training and education while such person was engaged in the performance of official duties.
3. Claims, other than contractual claims, not covered by the waivers contained in paragraphs 1 and 2 of this Section, arising out of acts or omissions by SN personnel done in the performance of official duty, or out of acts or omissions for which the SN is responsible, shall be dealt with by the HN in accordance with the following provisions:
 - a. Claims shall be filed, considered and settled or adjudicated in accordance with the laws and regulations of the HN with respect to claims arising from the activities of its own armed forces;
 - b. The HN may settle any such claims, and payment of the amount agreed upon or determined by adjudication shall be made by the HN in its currency;
 - c. Such payment, whether made pursuant to a settlement or to adjudication of the case by a competent tribunal of the HN, or the final adjudication by such a tribunal denying payment, shall be binding and conclusive upon the Parties;
 - d. Every claim paid by the HN shall be communicated to the SN together with full particulars and a proposed distribution of the costs. In default of a reply within two months, the proposed distribution shall be regarded as accepted.

4. SN personnel shall not be subject to any proceedings for the enforcement of any judgement given against him in the HN in a matter arising from the performance of his official duty.
5. Nothing herein shall be construed as waiving the claims or suits of third Parties, that might exist under applicable law.

Section XI

MEDICAL AND DENTAL SUPPORT

1. Each Party will guarantee sufficient health insurance for its personnel.
2. The SN personnel will be granted use of facilities for medical and dental care, subject to the same access conditions as service members of the HN. The HN will supply any immediately necessary medical treatment. Costs for any necessary further treatment will be borne by the SN.

Section XII

FINANCIAL ARRANGEMENTS

1. Each Party will cover its own costs for personnel and equipment when performing activities under this MOU.
2. The Parties will, wherever possible and on a reciprocal basis, balance the accomplished services provided to the other Party.
3. The reciprocal performances will be settled within a term of maximum five years. Any necessary balance may be compensated wherever possible within the framework of other military education or training projects.
4. Costs related to official social events will be borne by the HN.

Section XIII

DISCLOSURE OF INFORMATION

1. Request for information regarding a Party will be referred to that Party.
2. All classified information and materiel exchanged or generated in connection with this MOU will be used, transmitted, stored, handled and safeguarded in accordance with the relevant security agreements in force between Switzerland and the Kingdom of Sweden.

Section XIV

SETTLEMENT OF DISPUTES

Any dispute arising out of or in connection with this MOU will be resolved by means of negotiations and consultations between the Parties, and in no case will it be referred to a third party or to any national or international court of law or tribunal.

Section XV
FINAL PROVISIONS

1. This MOU will enter into force on the date of signature.
2. This MOU may be amended by the mutual consent of the Parties. All amendments will be in writing and will become effective upon the date of the last written approval.
3. This MOU may be terminated by either Party by giving a notice in writing.
4. Notwithstanding the termination of this MOU, all matters arising during its operation will continue to be subject to the provisions of the present MOU.

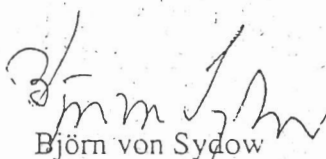
Done in duplicate in Stockholm, this 24th day of June 2002, in the English language by duly authorised representatives.

FOR
THE SWISS CONFEDERATION



Samuel Schmid
Chief of the Federal Department of Defense,
Civil Protection and Sports

FOR
THE KINGDOM OF SWEDEN



Björn von Sydow
Minister of Defense