

ARRANGEMENT

BETWEEN

**THE FEDERAL DEPARTMENT OF DEFENCE, CIVIL PROTECTION AND SPORTS
ACTING FOR THE SWISS FEDERAL COUNCIL**

AND

THE MINISTRY OF DEFENCE OF THE KINGDOM OF SPAIN

CONCERNING

MILITARY EXERCISES, TRAINING AND EDUCATION

**THE FEDERAL DEPARTMENT OF DEFENCE, CIVIL PROTECTION AND SPORTS
ACTING FOR THE SWISS FEDERAL COUNCIL**

and

THE MINISTRY OF DEFENCE OF THE KINGDOM OF SPAIN

hereinafter referred to as **the Participants**,

- Desiring to further develop military training co-operation;
- Wishing to maintain an active relationship between the Participants' respective Armed Forces by which their experience, professional knowledge and training doctrine will be shared for mutual benefit to the extent possible, taking into account the national policies, laws and regulations of Switzerland and Spain;
- 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 Participants 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; in force for Switzerland on 9 May 2003 and for Spain on 6 March 1998 which refers to the Agreement between the parties to the North Atlantic Treaty regarding the status of their forces, done in London on 19 June 1951 (NATO SOFA);

have reached the following understandings:

**Section I
DEFINITIONS**

For the purpose of this Arrangement, the following definitions will apply:

- a. Host Nation (HN); means the Participant on whose territory the agreed military exercise, training and education will take place,
- b. Sending Nation (SN); means the Participant who sends personnel to the HN to participate in such military exercise, training and education,
- c. Sending Nation personnel (SN personnel); means the personnel belonging to the Participants' Armed Forces and its employed civilian personnel accompanying such a force.

Section II

PURPOSE & SCOPE

1. This Arrangement sets out the principles concerning the execution of Armed Forces activities regarding military exercises, training and education. This Arrangement covers activities on the Participants territory.
2. The preparation or performance of active operations (combat or police operations or other operations aimed at maintaining the domestic order) do not come under the provisions of this Arrangement.
3. This Arrangement is not intended to supersede national law or international obligations by which the Participants are bound, and in case of conflict, national law and international obligations will prevail. The Participants will notify each other in the case of any conflict arising out of this Arrangement.
4. This Arrangement does not put any obligation on the Participants to commit them to participate in any activity covered by this Arrangement.

Section III

TECHNICAL ARRANGEMENTS

1. Specific exercises, training and education projects will, if necessary, be executed within agreed subordinate Technical Arrangements.
2. In order to facilitate the Participants' long term planning, such arrangements should be concluded well in advance of the activity in question.

Section IV

CO-OPERATION FIELDS

Activities under this Arrangement may include - but will not be limited to - the following subjects:

- a. National or multinational military exercises, training and education for military personnel/units of all Armed Forces, including mutual utilisation of training facilities;
- b. Exchange of personnel, lessons learned and training programs;
- c. Training-cooperation between the CIS-Userboard ("SIMACET/FIS HEER") concerning the practical use in military operations, staff processes, applications in tactical environments and development thereof;
- d. Exchange of experience on the implementation of international treaties on arms control and disarmament;
- e. Training for Peace Support Operations;
- f. Mountaineering and survival training;
- g. Military Sports Activities.

Section V
PLANNING AND STAFF TALKS

Representatives of the Participants may meet, as required, to evaluate, co-ordinate and plan activities under this Arrangement.

Section VI
STATUS OF FORCES

The status of Participants' personnel will be governed by the Agreement among the states parties to the North Atlantic Treaty and the other states participating in the Partnership for Peace regarding the status of their forces, and the Additional Protocol, done in Brussels on 19 June 1995 (PfP SOFA), which refers to the Agreement between the parties to the North Atlantic Treaty regarding the status of their forces, done in London on 19 June 1951 (NATO SOFA).

Section VII
COMMAND AND CONTROL

Command and control arrangements will be in accordance with national procedures or such procedures as are determined between the Participants, as appropriate for the exercise, training or education activity concerned and detailed in subordinate arrangements to this Arrangement.

Section VIII
CLEARANCES

1. Each Participant will be responsible for its own overflight and landing clearances.
2. Aircraft and vehicles in use by the SN will have, within the respective national regulations, access to the HN's designated airspace, military airfields and public roads for the preparation, conduct and support of the exercise, training or education.

Section IX
PHYSICAL SECURITY AND POLICING AUTHORITY

1. The internal protection of facilities made available to the SN and the safe storage of materials and ammunition is the responsibility of the Participant using such facilities under this Arrangement. In this respect, the personnel of the SN will co-operate with the authorities of the HN in accordance with their respective national laws.
2. Facilities made available to the SN will be such as to enable the SN to provide effectively for its own security. Outside such facilities the SN does not have any police authority and may not set up armed guards.

Section X

USE OF WEAPONS AND AMMUNITION, SAFETY AND SECURITY REGULATIONS AND ENVIRONMENTAL PROTECTION

1. For the purposes agreed on in this Arrangement, weapons and ammunition may only be brought in to and used in the HN subject to the consent of the HN on a case-by-case basis. The SN will in due time provide the HN with the information needed to consider the SN's request to bring weapons and ammunition into the HN.
2. The personnel of each Participant will observe its national military and civilian safety and security regulations with regard to the storage and employment of weapons, vehicles, equipment and ammunition, unless the respective HN safety and security regulations require a higher level of security.
3. In case of joint exercises and training activities, the Participants will apply the regulations providing the highest level of security.
4. The environmental regulations of the HN are to be particularly observed.

Section XI

FLIGHT SAFETY AND TECHNICAL INVESTIGATIONS

1. The SN is responsible for the airworthiness of its aircraft and equipment as well as for the safe operation of its aircraft during activities under this Arrangement.
2. In case of flight accidents or serious incidents all investigations and procedures will be carried out in accordance with HN national laws and regulations. Within these laws and regulations, HN will immediately provide to the SN all information and relevant data. In support of this procedure, the Participants will for each activity under this Arrangement state a Point of Contact in the respective subordinate arrangement.
3. Experts of SN are allowed to take their seat in the accident investigation committee and will be granted access to the crashsite as well as to the relevant documentation of the committee. HN may, with the consent of the SN, delegate the conduct of parts of the investigation to the experts of the SN. The SN will bear all its costs incurred by participation in the investigation. The investigation report will be handed over to the SN.
4. Furthermore, the SN is entitled to undertake its own technical investigation with regard to any occurrence of a SN military aircraft over the HN territory. The costs of such investigation will be borne by the SN.
5. Paragraphs three and four will apply if the laws and regulations of the HN allow it.

Section XII

MEDICAL AND DENTAL SUPPORT

1. Each Participant will ensure the provision of a sufficient health insurance for its personnel.
2. The SN has the responsibility to ensure that the SN personnel are medically and dentally fit prior to participating in the activity in question. Medical and dental treatment will be provided by the HN in the same manner and to the same extent as provided to members of its own forces.
3. Medical and dental support provided to the SN will be managed in accordance with arrangements outlined in the relevant subordinate arrangement.

4. Emergency medical care, including emergency dental treatment and evacuation by military aircraft, will be provided free of charge. Further treatment and transfer of injured personal to a hospital of the SN's choice using HN assets will be subject to reimbursement from the SN. Medical and dental care other than emergency care will be subject to reimbursement from the SN.

Section XIII

FINANCIAL ARRANGEMENTS

1. Each Participant will cover its own costs for personnel and equipment when performing activities under this Arrangement.
2. The main principle for HN support will be that military infrastructure, such as lodging, exercise areas, shooting ranges, airfields and any other relevant infrastructure related to the purpose and scope of application stated in Section II will be available free of charge.
3. For any services which are not provided free of charge by mutual consent, the Participants may negotiate for payment either in cash ("reimbursable transaction"), payment in kind ("exchange transaction"), or payment in monetary "equal value". Detailed arrangements related to financial aspects will be agreed upon in TAs subordinate to this Arrangement.
4. Costs related to official social events will be borne by the HN.

Section XIV

DISCLOSURE OF INFORMATION

1. Any request for information from third countries will be referred to the originating Participant.
2. All classified information and materiel exchanged or generated in connection with this Agreement will be used, transmitted, stored, handled and safeguarded in accordance with the provisions laid down in the Security Agreement between Switzerland and the Kingdom of Spain concerning the Exchange of Classified Information in its latest version.

Section XV

SETTLEMENT OF DIFFERENCES

Any differences arising out of or in connection with this Arrangement will be resolved exclusively by means of negotiations and consultations between the Participants.

SECTION XVI

EXISTING MEMORANDA

When this Arrangement becomes effective, the following Memoranda will be considered as terminated:

a. Memorandum of Understanding dated 19 August 1998 between the Swiss Federal Council and the Minister of Defence of the Kingdom of Spain concerning the exchange of Information related to equipment operated by the Swiss Air Force and the Spanish Air Force;

b. Memorandum of Understanding dated 22 November 2002 between the Head of the Swiss Federal Department of Defence, Civil Protection and Sports and the Minister of Defence of the Kingdom of Spain concerning common training and exchange activities of the Swiss Air Force and the Spanish Air Force.

Section XVII
FINAL PROVISIONS

1. This Arrangement will become effective on the date of the last signature.
2. This Arrangement may be modified by the mutual consent of the Participants. All modifications will be in writing and will become effective upon the date of the last written approval. Amendments will be numbered consecutively and form integral parts of this Arrangement.
3. This Arrangement may be terminated by either Participant by giving a written 3 months notice.
4. Notwithstanding a termination of this Arrangement, all outstanding obligations under this Arrangement will continue to be subject to the provisions of this Arrangement.

The foregoing represents the understandings reached between the Federal Department of Defence, Civil Protection and Sports acting for the Swiss Federal Council and the Ministry of Defence of the Kingdom of Spain upon matters referred to therein.

Negotiated in English, done in English and Spanish and signed by duly authorised representatives.

Bern, ... *13th 11 08* 2008

Madrid, *November 13th* 2008

FOR

THE FEDERAL DEPARTMENT OF DEFENCE,
CIVIL PROTECTION AND SPORTS

[Handwritten signature]
.....

Major General André Blattmann
Chief (ai) of the Armed Forces

FOR

THE MINISTRY OF DEFENCE OF THE KINGDOM
OF SPAIN

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.....

Lieutenant General José Luís López Rose
Chief of the Spanish Joint Staff