

ADMINISTRATIVE ARRANGEMENT

BETWEEN

THE EUROPEAN DEFENCE AGENCY

AND

**THE FEDERAL DEPARTMENT OF DEFENCE, CIVIL PROTECTION AND SPORT OF THE SWISS
CONFEDERATION**

providing an updated framework for cooperation

The European Defence Agency (hereinafter referred to as “EDA” or “the Agency”),

and

The Federal Department of Defence, Civil Protection and Sport of the Swiss Confederation (hereinafter referred to as “DDPS”),

Hereinafter referred to jointly as the “Participants” and individually as a “Participant”,

HAVING REGARD to the Framework for Cooperation between the European Defence Agency and the Federal Department of Defence, Civil Protection and Sports on behalf of the Swiss Confederation, an Administrative Arrangement which entered into force on 16 of March 2012, and which established the framework for the cooperation between EDA and Switzerland as a third party (hereinafter referred to as “the Arrangement of 2012”). The Arrangement of 2012 was fulfilling the requirements of Article 24 of Council Decision 2011/411/CFSP of 12 July 2011 defining the statute, seat and operational rules of EDA;

HAVING REGARD to Articles 42(3) and 45 of the Treaty on European Union, establishing the Agency and setting out its tasks, and Article 26 of Council Decision (CFSP) 2015/1835 of 12 October 2015, defining the statute, seat, and operational rules of the Agency (hereinafter referred to as “EDA Council Decision”)¹ repealing Council Decision 2011/411/CFSP;

¹ OJ L 266, 13.10.2015, p. 55.

HAVING REGARD to Council Decision (EU) 2016/1352 of 4 August 2016 concerning the rules applicable to national experts seconded to the European Defence Agency (hereinafter referred to as ‘the SNE rules’);

HAVING REGARD to the EDA Steering Board decision dated 16 November 2021 which adopted the principles for cooperation with third parties, in particular, that enhanced defence cooperation through the Administrative Arrangement should bring added value and mutual benefit, on a balanced and reciprocal basis; protect primarily the defence interests of all participating Member States (“pMS”); make the European defence industry more sustainable, innovative and competitive; avoid any dependencies considered unacceptable or restrictions imposed on any EDA pMS or EDA; and on the basis of shared values, contribute to the fulfilment of the security and defence interests of the Union and its Member States;

HAVING REGARD to EDA Chief Executive Decision No. 24/03 of 25 March 2024 adopting implementing provisions on the secondment of national experts from third countries, organisation and entities having concluded an Administrative Arrangement with EDA;

HAVING REGARD to the EDA Steering Board decision dated 16 October 2024 mandating EDA to negotiate an update of the Arrangement of 2012 with the DDPS (hereinafter referred to as “the present Arrangement”);

HAVING REGARD to the responsibilities of the pMS and the Swiss Confederation in relation to the regulated content and recognising the pMS and the Swiss Confederation obligations under their respective national legislation relating to the control of goods and services;

RECALLING the Participants agreement to initiate negotiations on the update of the Arrangement of 2012 between EDA and the DDPS, to reflect the mutually beneficial and much-extended scope of cooperation achieved since then;

NOTING that an Administrative Arrangement provides the framework for cooperation with the Agency, as the prerequisite to participate in EDA activities subject to pMS’ approval and on a case-by-case basis, given that there is no observer status in EDA;

NOTING that the EDA principles for cooperation with third parties identify four main areas of cooperation, namely (i) synergies and enablers; (ii) EU wider policies relevant to defence; (iii) capability development; and (iv) research and technology;

NOTING that cooperation under the Arrangement of 2012 already takes place in each of the four areas referred above;

RECALLING the principles for defence cooperation with partners in the Permanent Structured Cooperation (PESCO) set out in Article 3 of Council Decision (CFSP) 2020/1639 of 05 November 2020 establishing the general conditions under which third States could exceptionally be invited to participate in individual PESCO projects, and that having an Administrative Arrangement which has taken effect with EDA is one of the conditions set out for PESCO projects implemented with the support of EDA;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

1. Definitions

For the purposes of the present Arrangement:

- (a) “Steering Board” means the Agency’s decision-making body, composed of representatives of pMS, as established under Article 8 of the EDA Council Decision, with the tasks and powers set out under Article 9 of the EDA Council Decision;
- (b) “participating Member State (pMS)” means a Member State of the European Union which participates in the Agency;
- (c) “regulated content” means any item and service controlled by Swiss Confederation or pMS export control regulations. Information on Swiss Export Controls are detailed in Annex C, which will be updated as necessary.

2. Principle of the relationship

- 2.1. The purpose of the present Arrangement is to provide a framework for the Participants reflecting the exchange of information and the collaboration on the activities falling within the scope of EDA’s mission, with a view to obtaining mutually beneficial output and results.
- 2.2. In accordance with the EDA principles for cooperation with third parties, collaboration within the scope of the present Arrangement in the areas set out in section 3 is intended to continue developing and will remain subject to the mutual decision of the Participants, in accordance with their respective decision-making procedures.

2.3. To that end, the Participants intend to exchange views and information on matters of common interest in order to facilitate the identification of potential topics of mutual interest and to maximise reciprocal opportunities for cooperation.

2.4. Activities within the initial scope of cooperation as defined in section 3 of the present Arrangement may involve representatives of pMS, EDA, and the DDPS, and other agencies and organisations of the Swiss Confederation, as appropriate, and under the umbrella of the DDPS.

2.5. EDA's participation under the present Arrangement is conducted in full respect of the single institutional framework of the EU, as well as the decision-making autonomy of the Union.

3. Areas of cooperation

3.1. Pursuant to paragraph 2.2., dedicated dialogues between the Participants have been established as part of the ongoing cooperation, which started in 2012. These dialogues allow for an exchange of information between EDA and its pMS on the one hand, and the DDPS on the other hand, on all topics within EDA's mission. It includes inter-alia the following:

- a) bilateral consultations between EDA and DDPS representatives, at the appropriate level;
- b) invitations for DDPS to attend relevant meetings of the EDA Steering Board, in accordance with EDA Council Decision Article 8(7)(c), or dedicated meetings with pMS, in accordance with EDA Council Decision Article 26(6); and
- c) invitations for EDA to attend meetings convened by the DDPS.

3.2. In addition, the scope of collaboration covers all areas of cooperation referred to in the EDA principles for cooperation with third parties, namely:

- (a) Synergies and enablers;
- (b) Wider EU policies and regulations relevant to defence;
- (c) Capability development; and
- (d) Research and technology. This includes participation in the Hub for European Defence Innovation (HEDI), further to EDA Steering Board decision of 15 March 2024.

3.3. Within the scope of collaboration set out in 3.2, new activities may be mutually decided by the Participants in accordance with their respective decision-making procedures. This may include training and exercises, or joint procurement.

4. Modalities for consultation

- 4.1. The Participants intend to consult each other promptly, upon request, regarding any matter related to the present Arrangement, and attempt to reach expeditious and mutually satisfactory conclusions. Any request for consultations should include the reasons therefor and should state whether procedural time-limits or other considerations require the consultations to be expedited. These consultations are to take place at the appropriate level.
- 4.2. To facilitate consultations, the Participants intend to appoint points of contact ("PoCs") at the working level.
- 4.3. The Participants intend to ensure that PoCs exchanges occur on a regular basis, in order:
- 4.3.1. to give to the DDPS maximum advance notice, visibility, and details on which to base its decisions on possible activities of interest within the scope defined in section 3, and
 - 4.3.2. to provide EDA with information about the potential contribution of the DDPS to these activities, enabling it to provide such information to the Steering Board.

5. Special provisions

- 5.1. It is not the intent of the Participants that the present Arrangement be considered legally binding under international law.
- 5.2. The Participants understand they are expected to cover their own costs for any activities stemming out of the present Arrangement.
- 5.3. Modalities for participation of the DDPS to EDA ad-hoc projects and programmes, including contracts to be concluded by EDA, are detailed in Annex A. The Participants intend to make every effort to prepare the necessary documentation and secure the required approvals as expeditiously as possible.
- 5.4. In terms of procedure regarding Swiss request for participation in EDA ad-hoc projects and programmes in relation to Swiss neutrality:
- 1) Switzerland assesses a new EDA activity on a case-by-case basis, in particular whether a neutrality clause has to be inserted into the request for participation. Such a clause would only be inserted if specifically relevant and necessary from a Swiss point of view.
 - 2) Usually, a letter is transmitted from the EDA requesting participation in the EDA activity without any neutrality clause.

- 3) In the specific cases that Switzerland would consider using a neutrality clause, the EDA would be contacted beforehand to discuss the potential implications on a case-by-case basis.

6. Exchange of information and security matters

- 6.1. The Participants may exchange information pertaining to the cooperation as set out in sections 2 and 3. The Participants intend to ensure that any information provided in accordance with the present Arrangement is used only for the purpose for which it has been provided.
- 6.2. The rules and modalities governing all provisions or exchange of information under the present Arrangement are consistent with the provisions of the Agreement between the Swiss Confederation and the European Union on the security procedures for the exchange of classified information (hereinafter referred to as “the Agreement on Security Procedures”) dated 28 April 2008².
- 6.3. Implementing provisions for the secure handling of classified information consistent with the Agreement on Security Procedures are specified in the Implementing Security Arrangement between the European Defence Agency and the Federal Department of Defence, Civil Protection and Sport of the Swiss Confederation for the protection of classified information, dated 23 June 2022, which features in Annex B.

7. Use of Seconded National Experts ('SNEs')

- 7.1. In accordance with Article 1 of the SNE Rules, on the basis of the present Arrangement, experts from the Swiss Confederation, who fulfil the conditions set out in Article 2 of the SNE Rules, may be seconded or posted to the Agency with the agreement of the Steering Board.
- 7.2. The practical arrangements of this secondment should be in accordance with the SNE rules and with EDA internal rules. In particular, such SNE would work to support an activity in which Switzerland is involved, with information access linked to the scope of their work. The SNE would not represent EDA externally, nor legally commit the Agency.

² OJ L 18, 10.07.2008, p. 58.

8. Issue resolution

8.1. Any issue relating to the interpretation or execution of the present Arrangement should be resolved only by consultation among the Participants, and should not be referred to a national court, an international tribunal, or to any other person or entity for its settlement.

9. Final Provisions

9.1. The present Arrangement enters into effect on the date of the last signature by the Participants.

9.2. The present Arrangement, as of the date of entry into effect, repeals and replaces the Arrangement of 2012 in its entirety.

9.3. The present Arrangement may be modified upon mutual written consent of the Participants in accordance with their respective decision-making procedures.

9.4. The present Arrangement may be discontinued by mutual written decision. The Participants intend to provide three (3) months written notice to the other Participant in the event of unilateral discontinuation. Upon such notice, the Participants intend to consult immediately to discuss the appropriate course of action to conclude any outstanding activities.

Signed in Brussels on 1 December 2025 in duplicate, in the English language only.

For the European Defence Agency



André DENK
Chief Executive

For the Federal Department of Defence, Civil
Protection and Sport of the Swiss
Confederation



Martin PFISTER
Federal Councillor

**PARTICIPATION BY THE DDPS IN EDA AD HOC PROJECTS AND PROGRAMMES REGIME
APPLICABLE TO CONTRACTS TO BE CONCLUDED BY THE EDA**

1. This Annex sets out the procedures for the participation by the DDPS in ad hoc projects or programmes of the EDA, and the regime applicable to contracts to be let by the EDA in this context.

Participation by the DDPS in ad hoc projects and programmes

2. The DDPS may take part in new and existing ad hoc projects and programmes in accordance with the provisions of Chapter IV of EDA Council Decision.
3. Where the DDPS wishes to participate in existing ad hoc projects and programmes, whether or not the EDA is requested to conclude a contract or contracts by the contributing Members and the DDPS in these projects and programmes, the following procedure will apply with respect to the DDPS:
 - (1) The DDPS will first request EDA to organise a meeting with the Members contributing to the project or programme it is interested in. The DDPS and the contributing Members would provisionally agree, as the case may be, on the modalities of DDPS contribution to such project or programmes.
 - (2) Further to this provisional agreement with the Members of the project or programme, the DDPS will send a letter to the EDA identifying the ad hoc project(s) and programme(s) in which the DDPS wishes to participate with other contributing Members and specify the added value of its envisaged contribution;
 - (3) The EDA will seek the Steering Board approval of the DDPS' participation in the ad hoc project(s) and programme(s) as per Article 23(1) of EDA Council Decision;
 - (4) As per Article 23(2) and (3) of EDA Council Decision, when the Steering Board has approved DDPS participation to the ad hoc project(s) and programme(s), EDA will forthwith inform the DDPS in writing about such approval and/or decisions by the Steering Board as well as the necessary procedural steps to become a contributing member to the ad hoc project(s) or programme(s), in compliance with modalities of respective Project- or Programme Arrangement(s) about admission of new contributing Members.
 - (5) Once the DDPS signs the project or programme arrangement (or its amendment), the DDPS becomes a contributing Member.

Regime applicable to Contracts to be concluded by the EDA

4. Where the Contributing Members and the DDPS in an ad hoc project or programme wish EDA to conclude a contract or contracts and provided that EDA has been given such mandate by the Steering Board, EDA will enter into a contract or contracts in accordance with its own rules for ad hoc projects and programmes. EDA will, when the DDPS is contributing to such projects

or programmes, conclude the contract or contracts in the same manner as for the other contributing Members, and will secure the rights and enter into obligations of the DDPS in accordance with respective Project- or Programme Arrangements among the contributing Members and the DDPS.