

No. 26743

**FRANCE
and
SWITZERLAND**

**Agreement on mutual assistance in the event of disasters or
serious accidents. Signed at Berne on 14 January 1987**

Authentic text: French.

Registered by France on 27 July 1989.

**FRANCE
et
SUISSE**

**Accord sur l'assistance mutuelle en cas de catastrophe ou
d'accident grave. Signé à Berne le 14 janvier 1987**

Texte authentique : français.

Enregistré par la France le 27 juillet 1989.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH
REPUBLIC AND THE SWISS FEDERAL COUNCIL ON MU-
TUAL ASSISTANCE IN THE EVENT OF DISASTERS OR SERI-
OUS ACCIDENTS

The Government of the French Republic and
The Swiss Federal Council,

Convinced of the need for cooperation between the two States in order to
facilitate mutual assistance in the event of disasters or serious accidents,

Have agreed as follows:

Article 1. PURPOSE

This Agreement defines the conditions in which the Contracting Parties shall
assist each other, to the extent of their respective abilities, in the event of disasters
or serious accidents.

Article 2. DEFINITIONS

For the purposes of this Agreement:

“Requesting State”: the Contracting State the competent authorities of which
request the other State to send emergency teams or equipment;

“Sending State”: the Contracting State the competent authorities of which
comply with a request from the other State to send emergency teams or equipment;

“Equipment”: the material, vehicles and personal equipment intended for use
by emergency teams;

“Means of emergency aid”: equipment and goods intended for distribution
among the affected population;

“Operational goods”: the goods necessary for the utilization of the equipment
and the provision of supplies, including fuel and food, to the emergency teams.

Article 3. COMPETENT AUTHORITIES

1. The authorities designated below shall be competent to request assistance
and to receive requests for assistance.

These authorities shall be:

(a) For the French Republic: the Minister of the Interior and the Prefects,
Commissioners of the Republic, of frontier *départements*.

(b) For the Swiss Confederation: the Federal Department of Foreign Affairs
and, in the frontier region, the governments of the cantons.

¹ Came into force on 1 April 1989, i.e., the first day of the second month following the date of the last of the
notifications (of 8 and 15 February 1989) by which the Contracting Parties had informed each other of the completion of
the required constitutional formalities, in accordance with article 17.

2. The above-mentioned authorities may communicate with each other directly.

3. The Contracting Parties shall transmit to each other through the diplomatic channel the addresses and the telephone and telex numbers of the above-mentioned authorities, as well as those of any authorities which they may designate for the execution of their powers.

Article 4. PRELIMINARY UNDERSTANDING

The nature, extent and procedures for the provision of assistance shall be determined by mutual agreement between the authorities mentioned in article 3, on a case-by-case basis.

Article 5. MODES OF ASSISTANCE

1. Assistance shall be provided primarily by entities responsible for emergency operations and, if need be, by any other appropriate means. Emergency teams which are specially trained, *inter alia*, in fire-fighting, radiological and chemical hazards control, first aid, search and rescue or clearing, and which have the required specialized equipment for their operation shall be dispatched to the site of the disaster or serious accident.

2. The emergency teams may be dispatched by land, air or water.

Article 6. FRONTIER CROSSING

1. In order to ensure the effectiveness and speed necessary for an emergency operation, the Contracting Parties shall undertake to limit common frontier crossing formalities to the absolute minimum.

2. The leader of an emergency team shall merely be required to carry a certificate indicating the emergency operation, the type of unit and a list of the persons comprising it. The certificate shall be issued by the authority to which the unit reports. The members of the emergency team shall be exempt from passport and residence permit requirements.

3. If, in a particularly urgent case, the certificate referred to in paragraph 2 above cannot be presented, any other appropriate certificate indicating that the frontier is to be crossed for the purpose of carrying out an emergency operation shall suffice.

4. If the urgent nature of the case so requires, the frontier crossing may take place at points other than the authorized crossing points. The competent frontier surveillance authorities shall be notified to that effect immediately by the requesting State.

5. The provisions of the above paragraphs shall also apply to persons evacuated from the site of a disaster or serious accident. The identity of such persons shall subsequently be communicated to the competent authorities.

Article 7. IMPORT AND EXPORT OF GOODS INTENDED FOR OPERATIONAL USE

1. The Contracting Parties shall facilitate frontier crossings for equipment, means of emergency aid and operational goods, the import of which at points other than the authorized frontier crossing points shall be reported as soon as possible to the customs service nearest to the crossing point. Such items shall be deemed sub-

ject to a regime of temporary admission. No import or export documents shall be required or issued. Upon crossing the frontier, the leader of an emergency team shall merely present to the frontier control authorities of the requesting State, or forward to them as soon as possible, an exhaustive list of such equipment, means of emergency aid and operational goods.

2. The emergency teams shall bring in no goods other than the equipment, means of emergency aid and operational goods which are necessary for the success of the emergency operation and on which no import prohibitions or restrictions may be imposed.

3. In so far as the equipment, means of emergency assistance and operational goods are used during an emergency operation or re-exported immediately after the operation, they shall be exempt from all import duties and taxes. The equipment, means of emergency assistance and operational goods which are not used shall be re-exported. When circumstances prevent such re-exportation, the nature, quantity and location of such items must be reported to the authority of the requesting State responsible for the operation, which shall notify the competent customs service; in such cases, the national legislation of the requesting State shall be applicable.

4. In the context of this Agreement, the import of narcotic drugs into the territory of the requesting State and the re-export of the unused quantities to the territory of the sending State shall not be regarded as import or export within the meaning of the international agreements on narcotic drugs. Narcotic drugs may be imported only to meet urgent medical needs and may be used only by qualified medical personnel in accordance with the legal provisions of the Contracting State which has sent the emergency team in charge of using them.

5. At the end of the operation, the personnel, equipment, means of emergency assistance and operational goods which have not been distributed shall be returned to the territory of the sending State at an authorized frontier crossing point.

Article 8. OPERATIONS INVOLVING THE USE OF AIRCRAFT

1. Aircraft may be used not only for the speedy transport of emergency teams in accordance with article 5, paragraph 2, of this Agreement, but also directly for other types of emergency operations.

2. Each Contracting Party shall authorize aircraft from the territory of the other Contracting Party in accordance with paragraph 1 to overfly its territory and to land in and take off from its territory even at points outside airfields.

3. The intention to use aircraft in an operation must be communicated immediately to the requesting authority, with information as precise as possible on the type and registration mark of the aircraft and its crew, cargo, take-off time, anticipated route and landing site.

4. The following shall apply:

(a) Article 6 of this Agreement, to the crew of the aircraft, the emergency teams and persons evacuated by aircraft;

(b) Article 7 of this Agreement, to the aircraft and other equipment, means of emergency aid and operational goods.

5. Subject to the provisions of paragraphs 2 and 3 above, the air traffic regulations of each Contracting Party shall remain applicable, in particular the obligation to communicate flight information to the competent authorities.

Article 9. COORDINATION AND OVERALL DIRECTION

1. The authorities of the requesting State shall, in all cases, be responsible for the coordination and overall direction of emergency and rescue operations.

2. The authorities of the requesting State mentioned in article 3 of this Agreement shall, in making a request for emergency assistance, specify the duties which they intend to assign to the emergency teams of the sending State, without entering into the details of their execution.

3. All instructions for the emergency teams of the sending State shall be transmitted only to the leaders of such teams, who shall brief their personnel regarding the execution of those instructions.

4. The authorities of the requesting State shall extend protection and assistance to the emergency teams of the sending State.

Article 10. OPERATIONAL EXPENSES

1. The expenses shall be borne by the sending State when its operations take place in the frontier zone of the requesting State. Outside this zone, operational expenses shall be borne by the requesting State.

2. On the French side, the frontier zone shall consist of the following six *départements*: Haut-Rhin, Territoire de Belfort, Doubs, Jura, Ain and Haute-Savoie; on the Swiss side, the frontier zone shall consist of the nine frontier cantons: Bâle-Ville, Bâle-Campagne, Soleure, Berne, Jura, Neuchâtel, Vaud, Genève and Valais.

3. For the duration of an operation in the territory of the requesting State, the emergency teams of the sending State shall be provided with food, lodging and supplies by the requesting authorities as needed. Moreover, such teams shall receive any necessary medical assistance.

4. Should the requesting State recover from the natural or juridical person responsible for the event which necessitated the operation part or all of the expenses borne by the sending State such expenses shall be reimbursed accordingly to the sending State.

Article 11. COMPENSATION

1. The requesting State shall undertake to pay for any damages resulting from operations carried out under this Agreement, in particular for damage caused to equipment or to vehicles of the sending State which have been destroyed or damaged.

2. If, however, in the territory of the requesting State, damage is caused to a third party by a member of an emergency team of the sending State in the performance of his duties, the requesting State shall be responsible for repairing the damage, in accordance with the provisions which would have applied if such damage had been caused by its own emergency teams.

3. In the event of the death of, or bodily injury or any damage to the health of, emergency personnel of the sending State, that State shall waive any claim against

the requesting State, provided that such death, bodily injury or damage to health is directly related to the conduct of the operation.

4. The authorities of the Contracting Parties shall cooperate closely in order to facilitate the settlement of claims for compensation. They shall, in particular, exchange any useful information concerning events resulting in the damages referred to in this article.

*Article 12. ASSISTANCE TO AND READMISSION
OF EMERGENCY PERSONNEL AND EVACUEES*

1. Emergency personnel or victims who, in the course of an emergency operation, have crossed from one State to the other because of illness or accidental injury or for any other reason, shall be assisted by the requesting State in case of need until the earliest opportunity for their return.

The requesting State shall pay the expenses arising from such assistance on presentation of a detailed account thereof, and shall be responsible for repatriation.

2. Each Contracting Party shall be obligated to readmit, irrespective of their nationality, emergency personnel or evacuees who have crossed from its territory to that of the other Contracting Party, even if they are not in possession of an official identity document. Aliens shall remain subject to the same regulations regarding residency and establishment as before they crossed the frontier.

Article 13. OTHER FORMS OF COOPERATION

1. The authorities mentioned in article 3 of this Agreement shall cooperate within the limits of their respective national legislation and may conclude special arrangements relating, *inter alia*, to:

(a) The execution of emergency operations;

(b) Measures to prevent and control disasters and serious accidents, through the exchange of all useful information of a scientific and technical nature, including information relating to hazards and damage which may affect the territory of the other Contracting Party, with the exception of information concerning national security and defence and the protection of industrial secrets, and through the scheduling of meetings, research programmes, technical courses and emergency operation exercises in the territory of each of the Contracting Parties.

2. The special arrangements shall include the information which is essential for the carrying out of the operations.

3. The provisions of this Agreement shall apply, by analogy, to joint exercises in which emergency teams from one of the Contracting Parties operate in the territory of the other.

Article 14. RADIO COMMUNICATIONS

1. The possibility of using radio communications between the authorities mentioned in article 3 of this Agreement and the emergency teams sent by them, or between the teams themselves, shall be studied in a general manner by the telecommunications administrations of the two Contracting States, which shall issue guidelines on this subject.

2. The competent telecommunications administrations under the terms of paragraph 1 above shall be:

For the French Republic: The Ministry of Telecommunications;

For the Swiss Confederation: The General Directorate of the Federal Post, Telephone and Telegraph (PTT) services.

3. The frequencies for the radio communications mentioned in paragraph 1 shall be established in special arrangements and within the limits of the guidelines issued by the competent telecommunications administrations referred to in paragraph 2 above.

Article 15. ARBITRATION

1. Any dispute concerning the interpretation or application of this Agreement shall, if it cannot be settled otherwise, be submitted to arbitration at the request of either Contracting Party.

2. In each case, the arbitral tribunal shall be composed of three arbitrators. Each Contracting Party shall appoint one arbitrator and the two arbitrators thus appointed shall designate, by mutual agreement, a national of a third State as the third arbitrator and chairman. The arbitrators shall be appointed within two months and the chairman within three months of the notification by one of the Contracting Parties to the other of its intention to submit the dispute to an arbitral tribunal.

3. If the time-limits mentioned in paragraph 2 are not observed, and in the absence of any other arrangement, either Contracting Party may invite the President of the European Court of Human Rights to make the required appointments. If the President is of Swiss or French nationality, or is debarred from complying for any other reason, the Vice-President shall make the appointments. If the Vice-President is also of Swiss or French nationality or is otherwise debarred from complying, the next highest-ranking member of the Court who is of neither Swiss nor French nationality shall make the appointments.

4. The arbitral tribunal shall take its decisions in accordance with the rules of international law, in particular, those set out in this Agreement. It shall adopt its own rules of procedure.

5. The decisions of the arbitral tribunal, both procedural and substantive, shall be taken by a majority vote of its members. The absence or abstention of one of the members of the tribunal designated by the Contracting Parties shall not prevent the tribunal from taking a decision.

6. The decisions of the tribunal shall be binding. Each Party shall pay the expenses of the arbitrator whom it has designated and the costs connected with its representation in the proceedings before the tribunal. The expenses of the third arbitrator and chairman, as well as any other costs, shall be shared equally by the two Contracting Parties.

7. If the arbitral tribunal so requests, the courts of the Contracting Parties shall provide it with the necessary legal assistance to issue summonses to and hear witnesses and experts, in accordance with the agreements in force between the two Contracting Parties regarding mutual legal assistance in civil and commercial matters.

Article 16. DENUNCIATION

This Agreement may be denounced by either Contracting Party at any time on six months' notice.

Article 17. ENTRY INTO FORCE

Each Contracting Party shall notify the other of the completion of the constitutional formalities required for the entry into force of this Agreement, which shall take effect on the first day of the second month after the date of the latter of these notifications.

DONE at Berne on 14 January 1987, in two copies in the French language.

For the Government
of the French Republic:

[JEAN-MARIE MERILLON]

For the Swiss Federal Council:

[RUDOLF STETTLER]