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COVER NOTE

From:	Secretary-General of the European Commission, signed by Ms Martine DEPREZ, Director
date of receipt:	9 April 2025
To:	Ms Thérèse BLANCHET, Secretary-General of the Council of the European Union
No. Cion doc.:	COM(2025) 160 final - Annex
Subject:	ANNEX to the Proposal for a Council Decision on the signing, on behalf of the Union, and provisional application of the Agreement between the European Union and the European Atomic Energy Community, of the on part, and the Swiss Confederation, of the other part, on the participation of the Swiss Confederation in Union programmes

Delegations will find attached document COM(2025) 160 final - Annex.

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Brussels, 9.4.2025
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ANNEX

ANNEX

to the

Proposal for a Council Decision

on the signing, on behalf of the Union, and provisional application of the Agreement between the European Union and the European Atomic Energy Community, of the on part, and the Swiss Confederation, of the other part, on the participation of the Swiss Confederation in Union programmes

AGREEMENT
BETWEEN THE EUROPEAN UNION
AND THE EUROPEAN ATOMIC ENERGY COMMUNITY, OF THE ONE PART,
AND THE SWISS CONFEDERATION, OF THE OTHER PART,
ON THE PARTICIPATION OF THE SWISS CONFEDERATION
IN UNION PROGRAMMES

The European Union and the European Atomic Energy Community (hereinafter jointly referred to as the "Union"),

of the one part, and

the Swiss Confederation (hereinafter referred to as "Switzerland"),

of the other part,

hereinafter jointly referred to as the "Contracting Parties",

REAFFIRMING the high priority they attach to the special relations between the Union, its Member States and Switzerland, based on their proximity, shared values and European identity;

BUILDING ON the common goals and strong links between the Contracting Parties stemming from the 1978 Cooperation Agreement between the European Atomic Energy Community and the Swiss Confederation in the field of controlled thermonuclear fusion and plasma physics[1], the 1986 Framework Agreement for scientific and technical cooperation between the European Communities and the Swiss Confederation[2], the 2007 Agreements in the form of an Exchange of Letters between the European Atomic Energy Community and the Swiss Confederation on the application of the ITER Agreement[3], the Agreement on Privileges and Immunities of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project[4], and the Broader Approach Agreement[5] to the territory of the Swiss Confederation and on Switzerland's membership in the European Joint Undertaking for ITER and the Development of Fusion Energy[6], and the 2014 Agreement for scientific and technological cooperation between the European Union and European Atomic Energy Community and the Swiss Confederation associating the Swiss Confederation to Horizon 2020 – the Framework Programme for Research and Innovation and the Research and Training Programme of the European Atomic Energy Community complementing Horizon 2020, and regulating the Swiss Confederation's participation in the ITER activities carried out by Fusion for Energy[7];

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1 OJ EU L 242, 4.9.1978, p. 2.

2 OJ EU L 313, 22.11.1985, p. 6, ELI: http://data.europa.eu/eli/agree_internation/1985/507/oj.

3 The 2006 Agreement on the Establishment of the ITER International Fusion Energy Organization for the joint implementation of the ITER Project, OJ EU L 20, 24.1.2008, p. 17.

4 The 2006 "Agreement on the Privileges and Immunities of ITER", OJ EU L 358, 16.12.2006, p. 82, ELI: http://data.europa.eu/eli/agree_internation/2006/943(2)/oj.

5 The 2007 Agreement between the European Atomic Energy Community and the Government of Japan for the joint implementation of the Broader Approach Activities in the field of fusion energy research, OJ EU L 246, 21.9.2007, p. 34.

6 Commission Decision of 22 November 2007 on the conclusion of Agreements in the form of Exchange of Letters between the European Atomic Energy Community (Euratom) and the Swiss Confederation (Switzerland) on the application of the ITER Agreement, the Agreement on Privileges and Immunities for ITER and the Broader Approach Agreement to the territory of Switzerland and on Switzerland's membership in the European Joint Undertaking for ITER and the Development of Fusion Energy, OJ EU L 20, 24.1.2008, p. 11.

7 OJ EU L 370, 30.12.2014, p. 3.

WHEREAS the European Atomic Energy Community (Euratom) concluded the "ITER Agreement", the Agreement on the Privileges and Immunities of ITER and the Broader Approach Agreement;

CONSIDERING Council Decision 2007/198/Euratom[1] establishing the European Joint Undertaking for ITER and the Development of Fusion Energy and conferring advantages upon it;

RECOGNISING the common desire of the Contracting Parties to further develop, strengthen, stimulate and extend their relations and cooperation in ITER related activities, on the basis of equality, reciprocity and an overall balance of benefits, rights and obligations;

CONSIDERING the Union's efforts to lead the response by joining forces with its international partners to address global challenges in line with the United Nations' plan of action for people, planet and prosperity entitled "Transforming our World: the 2030 Agenda for Sustainable Development";

DESIRING the conclusion of a long-lasting agreement on the participation of Switzerland in Union programmes and providing the legal basis for such cooperation;

CONSIDERING the Contracting Parties' shared objective of consolidating and deepening their long-standing and successful cooperation, in particular in research and innovation, space, nuclear fusion and fission, and education, training, youth, sport and culture, as well as other areas of common interest, such as digital transformation and action in the field of health, enabling Switzerland's more systematic participation in Union programmes in the future;

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[1] Council Decision 2007/198/Euratom of 27 March 2007 establishing the European Joint Undertaking for ITER and the Development of Fusion Energy and conferring advantages upon it (OJ EU L 90, 30.3.2007, p. 58).

RECOGNISING the general principles set out in Regulation (EU) 2021/695 of the European Parliament and of the Council[1] establishing Horizon Europe ("Horizon Europe Programme") and in Council Regulation (Euratom) 2021/765 establishing the Research and Training Programme of the European Atomic Energy Community for the period 2021-2025, complementing Horizon Europe[2] ("Euratom Programme");

ACKNOWLEDGING the objectives of the renewed European research area – namely to build a common scientific and technological area, create a single market for research and innovation, foster and facilitate cooperation between organisations in the field of research and innovation, including universities, and the exchange of good practice and attractive research careers, facilitate the cross-border and intersectoral mobility of researchers, foster the free movement of scientific knowledge and innovation, promote respect for academic freedom and freedom of scientific research, support science education and communication activities, and encourage the competitiveness and attractiveness of participating economies – and that countries associated with the Union framework programmes for research and innovation are key potential partners in this endeavour;

EMPHASISING the role of European Partnerships, which address some of Europe's most pressing challenges through concerted research and innovation initiatives contributing significantly to the Union's priorities in the area of research and innovation that require critical mass and long-term vision, and the importance of associated countries' involvement in such European Partnerships;

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1 Regulation (EU) 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013 (OJ EU L 170, 12.5.2021, p. 1, ELI: http://data.europa.eu/eli/reg/2021/695/oj).

2 Council Regulation (Euratom) 2021/765 of 10 May 2021 establishing the Research and Training Programme of the European Atomic Energy Community for the period 2021-2025, complementing Horizon Europe – the Framework Programme for Research and Innovation and repealing Regulation (Euratom) 2018/1563 (OJ EU L 167 I, 12.5.2021, p. 81, ELI: http://data.europa.eu/eli/reg/2021/765/oj).

SEEKING to establish mutually advantageous conditions in order to create decent jobs, to strengthen and support innovation ecosystems of the Contracting Parties by helping companies to innovate and scale up in the markets of the Contracting Parties and facilitating the uptake as well as the deployment and accessibility of innovation, including capacity-building activities;

RECOGNISING that reciprocal participation in each other's programmes should provide mutual benefits, and that each Contracting Party will make best efforts to open its programmes to the other Contracting Party, taking into account their nature and acknowledging that the Contracting Parties reserve their right to limit or to set conditions for participation in those programmes, in particular for reasons of security, including for actions related to their strategic assets or interests;

REFERRING to the possibility of differences between the orientations of Union programmes and Swiss programmes and measures;

WHEREAS the general objectives of the Euratom Programme are to pursue nuclear research and training activities, with an emphasis on the continuous improvement of nuclear safety, security and radiation protection, as well as to complement the achievement of the Horizon Europe Programme's objectives, *inter alia* in the context of the energy transition, and to foster the development of fusion energy;

WHEREAS the ITER Agreement, pursuant to Article 21 thereof, applies to Switzerland, participating in the Euratom fusion programme as a fully associated third State;

WHEREAS Euratom is a member of the European Joint Undertaking for ITER and the Development of Fusion Energy and, pursuant to Article 2 of Council Decision 2007/198/Euratom, Switzerland will be a member of that Joint Undertaking as a third State after associating its research programme with the Euratom programme;

WHEREAS the Broader Approach Agreement, pursuant to Article 26 thereof, applies to Switzerland, participating in the Euratom fusion programme as a fully associated third State;

RECOGNISING the benefits brought by Switzerland's participation in components of the European Union Space Programme that are open to the participation of third countries;

EMPHASISING the need to safeguard, develop and promote European cultural and linguistic diversity and to increase the competitiveness and the economic potential of the cultural and creative sectors, in particular the audiovisual sector;

RECOGNISING that the objectives and the general principles of the Union programmes in the culture and audiovisual sectors are essential from a cultural, democratic, environmental, social and economic point of view and are particularly relevant for our societies and cultural sectors facing current challenges linked to globalisation, climate change and digitisation;

ACKNOWLEDGING that those principles, which are also reflected in the 2005 UNESCO Convention on the Protection and Promotion of the Diversity of Cultural Expressions, are pursued by Switzerland, which faces similar challenges and shares the same principles, such as democracy, the rule of law, respect for human rights, including equality between all people, gender balance and freedom of expression and artistic freedom;

RECOGNISING the general principles set out in Regulation (EU) 2021/694 of the European Parliament and of the Council[1] establishing the Digital Europe Programme;

[1] Regulation (EU) 2021/694 of the European Parliament and of the Council of 29 April 2021 establishing the Digital Europe Programme and repealing Decision (EU) 2015/2240 (OJ EU L 166, 11.5.2021, p. 1, ELI: http://data.europa.eu/eli/reg/2021/694/oj).

EMPHASISING that the digital transformation of our economy and society offers immense opportunities for growth and jobs, can contribute to the green transition and our global competitiveness, and can enhance creative and cultural diversity;

ACKNOWLEDGING that such transformative developments require working with the Union's international partners in utmost transparency and on the basis of common goals and values, while ensuring respect for the security interests of both Contracting Parties;

SEEKING to establish mutually advantageous cooperation in order to strengthen and support the deployment of trustworthy and secure digital capacities of the Contracting Parties, such as in high-performance computing, artificial intelligence, cloud-edge computing and data spaces, advanced digital skills, and the deployment and best use of digital capacities and interoperability, and to facilitate the uptake as well as deployment and accessibility of digital solutions with the Contracting Parties;

EMPHASISING the importance of supporting, through lifelong learning, the educational, professional and personal development of people in education, training, youth and sport, in Europe and beyond, thereby contributing to sustainable growth, quality jobs and social cohesion, to driving innovation, and to strengthening European identity and active citizenship;

CONSIDERING the common goals, values and strong links of the Contracting Parties in the field of education, training, youth and sport, and RECOGNISING the common desire of the Contracting Parties to further develop, strengthen, stimulate and extend their relations and cooperation therein;

RECOGNISING the general principles set out in Regulation (EU) 2021/522 of the European Parliament and of the Council[1] establishing a Programme for the Union's action in the field of health ("EU4Health Programme"), in particular in relation to relevant specific parts of the EU4Health Programme, as covered by the Agreement between the European Union and the Swiss Confederation on Health (the "Agreement on Health");

SHARING the general objectives of the EU4Health Programme to protect people in the Union from serious cross-border threats to health; CONSIDERING the common goals, values and strong links of the Contracting Parties in the field of health; and RECOGNISING the common desire of the Contracting Parties to develop, strengthen, stimulate and extend their relations and cooperation therein;

AIMING to increase the breadth of their cooperation, with the start of the provisional application of this Agreement at the earliest possible date;

SEEKING to ensure that all entities entrusted with the implementation of projects or actions in respect of which legal commitments have been entered into under the conditions of this Agreement can complete those projects or actions even in the event of the cessation of provisional application or termination;

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1 Regulation (EU) 2021/522 of the European Parliament and of the Council of 24 March 2021 establishing a Programme for the Union's action in the field of health ("EU4Health Programme") for the period 2021-2027, and repealing Regulation (EU) No 282/2014 (OJ EU L 107, 26.3.2021, p. 1, ELI: http://data.europa.eu/eli/reg/2021/522/oj).

CONSIDERING that the close relationship between Switzerland and the Union is of benefit to the Contracting Parties;

SEEKING to establish a lasting framework for cooperation between the Contracting Parties with clear conditions for the participation of Switzerland in Union programmes and activities as well as a mechanism facilitating the establishment of such participation in individual Union programmes or activities;

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Subject matter

This Agreement establishes the rules applicable to the participation of Switzerland in any Union programme or activity, or parts thereof, which is open to its participation and is listed in a protocol to this Agreement.

ARTICLE 2

Definitions

For the purposes of this Agreement, the following definitions apply:

(a) "basic act" means:

(i) a legal act of one or more Union institutions, other than a recommendation or an opinion, establishing a programme and providing a legal basis for an action and for the implementation of the corresponding expenditure entered in the Union budget or of the budgetary guarantee or financial assistance backed by the Union budget, including any amendment and any relevant acts of a Union institution which supplement or implement that act, except those adopting work programmes, or

(ii) a legal act of one or more Union institutions, other than a recommendation or an opinion, establishing an activity financed from the Union budget other than programmes, including any amendment and any relevant acts of a Union institution which supplement or implement that act, except those adopting work programmes;

(b) "funding agreement" means any agreement relating to a Union programme or activity, as identified in the protocols to this Agreement, in which Switzerland participates and which implement Union funds, such as grant agreements, contribution agreements, financial framework partnership agreements, financing agreements and guarantee agreements;

(c) "other rules pertaining to the implementation of the Union programme or activity" means rules laid down in Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council[1] (the "Financial Regulation") that apply to the general budget of the Union, and in the work programme or in the calls or other Union award procedures;

(d) "Union" means the Union or the European Atomic Energy Community, or both;

(e) "Union award procedure" means a procedure for award of Union funding launched by the Union or by persons or entities entrusted with the implementation of Union funds;

(f) "Swiss entity" means any type of entity, whether a natural person, legal person or another type of entity, which may participate in activities of a Union programme or activity in accordance with the basic act and who resides in Switzerland or which is established in Switzerland under Swiss law.

ARTICLE 3

Establishment of participation

1. Switzerland shall participate in and contribute to the Union programmes or activities, or parts thereof, which are opened to the participation of Switzerland in accordance with the basic acts referred to and covered by the protocols to this Agreement.

[1] Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (OJ EU L, 2024/2509, 26.9.2024).

2. For each new multiannual financial framework ("MFF"), after the basic acts establishing the Union programmes have entered into force and provided that those Union programmes are open to the participation of third countries including Switzerland, the Joint Committee established by this Agreement (the "Joint Committee") shall discuss the seamless continuity of the cooperation established by this Agreement before the submission of a letter expressing Switzerland's intention to participate in a Union programme.

3. The specific terms and conditions for the participation of Switzerland in any particular Union programme or activity, or parts thereof, shall be laid down in the protocols to this Agreement. The protocols to this Agreement may be amended by the Joint Committee.

4. The protocols to this Agreement shall:

(a) identify the Union programmes and activities, or parts thereof, in which Switzerland shall participate;

(b) lay down the duration of participation, namely the period of time during which Switzerland and Swiss entities may apply for Union funding or may be entrusted with the implementation of Union funding;

(c) lay down specific conditions for the participation of Switzerland and Swiss entities, including specific modalities for the implementation of the financial conditions as set out in Articles 7 and 8 of this Agreement, specific modalities for the correction mechanism as set out in Article 9 of this Agreement, and conditions for participation in structures created for the purpose of implementing those Union programmes or activities; those conditions shall comply with this Agreement and the basic acts and acts of one or more Union institutions establishing such structures;

(d) where applicable, lay down the amount of Switzerland's financial contribution to a Union programme implemented through a financial instrument or a budgetary guarantee, subject to any specific modalities referred to in Article 10 of this Agreement.

ARTICLE 4

Compliance with the rules of Union programmes or activities, or parts thereof

1. Switzerland shall participate in the Union programmes or activities, or parts thereof, covered by the protocols to this Agreement under the terms and conditions established in this Agreement, those protocols, in the basic acts, and other rules pertaining to the implementation of those Union programmes or activities, or parts thereof.

2. The terms and conditions referred to in paragraph 1 shall include:

(a) the eligibility of Swiss entities and any other eligibility conditions related to Switzerland, in particular to the origin, place of activity or nationality;

(b) the terms and conditions applicable to the submission, assessment and selection of applications and to the implementation of the actions by eligible Swiss entities.

3. The terms and conditions referred to in paragraph 2, point (b), shall be equivalent to those applicable to eligible Member States entities, including respect for the Union's restrictive measures, adopted pursuant to the Treaty on European Union or to the Treaty on the Functioning of the European Union ("TFEU"), unless otherwise provided for in the terms and conditions referred to in paragraph 1.

ARTICLE 5

Conditions for participation in Union programmes or activities, or parts thereof, relating to the mobility of persons and the movement of goods and services in the framework of the implementation of the Union programmes or activities, or parts thereof

1. Without prejudice to more favourable provisions in the Agreement between the European Community and its Member States, of the one part, and the Swiss Confederation, of the other, on the free movement of persons[1] (the "Agreement on Free Movement of Persons") or in Swiss national law, the participation of Switzerland in Union programmes or activities, or parts thereof, as referred to in Article 3 of this Agreement, which require the mobility of persons between the Union and Switzerland, or within Switzerland, for the implementation of such Union programmes shall be conditional upon Switzerland ensuring that:

(a) there is no discrimination on the basis of nationality in relation to mobility of persons for the implementation of the Union programmes;

(b) the conditions for persons for moving to Switzerland and within Switzerland in the framework of the implementation of the Union programmes do not entail unjustified administrative or financial burdens; and

(c) the conditions for persons for accessing services in Switzerland that are directly related to the implementation of the Union programmes are the same as for Swiss nationals; this concerns, in particular, any fees related to participation in an activity financed by a Union programme, and is without prejudice to any more favourable rules on fees that may apply in the context of the Erasmus+ Programme.

[1] OJ EU L 114, 30.4.2002, p. 6.

2. Without prejudice to more favourable provisions in the Agreement on Free Movement of Persons or in Union law, as regards participation implying mobility of persons between Switzerland and the Union, or within the Union, for the implementation of the Union programmes, the Union shall ensure that:

(a) the conditions for persons for moving to the Union and within the Union in the framework of the implementation of the Union programmes do not entail unjustified administrative or financial burdens; and

(b) the conditions for persons for accessing services in the Union that are directly related to the implementation of the Union programmes are the same as for Union citizens; this concerns, in particular, any fees related to participation in an activity financed by a Union programme, and is without prejudice to any more favourable rules on fees that may apply in the context of the Erasmus+ programme.

3. The Contracting Parties shall make every effort to facilitate the cross-border movement of goods and services intended for use in the activities covered by this Agreement, within the framework of existing provisions.

4. The protocols to this Agreement may lay down further specific terms and conditions referring to this Article which are necessary for the participation of Switzerland in Union programmes or activities, or parts thereof.

ARTICLE 6

Participation of Switzerland in the governance of programmes or activities

1. Representatives or experts of Switzerland or experts designated by Switzerland shall be allowed to take part as observers, unless it concerns points reserved only for Member States or in relation to a Union programme or activity, or part thereof, in which Switzerland is not participating, in the committees, expert groups meetings or other similar meetings where representatives or experts of the Member States, or experts designated by Member States take part, and which assist the European Commission in the implementation and management of the Union programmes or activities, or parts thereof, in which Switzerland participates in accordance with Article 3 of this Agreement or are established by the European Commission in respect of the implementation of the Union law in relation to those Union programmes or activities, or parts thereof. The representatives or experts of Switzerland, or experts designated by Switzerland shall not be present at the time of voting. Switzerland shall be informed of the result of the vote.

2. Where experts or evaluators are not appointed on the basis of nationality, nationality shall not be a reason to exclude Switzerland's experts or evaluators.

3. Subject to the conditions set out in paragraph 1, the participation of the Switzerland representatives in the meetings referred to in that paragraph, or in other meetings related to the implementation of Union programmes or activities, shall be governed by the same rules and procedures as those applicable to representatives of the Member States, concerning speaking rights, receipt of information and documentation unless it concerns points reserved only for Member States or in relation to a Union programme or activity, or part thereof, in which Switzerland is not participating, and the reimbursement of travel and subsistence costs.

4. The protocols to this Agreement may define further terms and conditions for the participation of experts, as well as the participation of Switzerland in governing boards and structures created for the purpose of implementing Union programmes or activities defined in the respective protocols to this Agreement.

ARTICLE 7

Financial conditions

1. The participation of Switzerland or Swiss entities in Union programmes or activities, or parts thereof, shall be subject to Switzerland contributing financially to the corresponding funding under the Union budget.

2. The financial contribution shall take the form of the sum of:

(a) an operational contribution; and

(b) a participation fee.

3. The financial contribution shall take the form of an annual payment made in one or more instalments.

4. Without prejudice to paragraph 8 of this Article, the participation fee shall be 4 % of the annual operational contribution and shall not be subject to retrospective adjustments except in relation to suspension under Article 19. In case of suspension under Article 19, the participation fee shall be adjusted in line with the adjustment of the operational contribution. As of 2028 the level of the participation fee may be adjusted by the Joint Committee.

5. The operational contribution shall cover operational and support expenditure and be additional both in commitment and payment appropriations to the amounts entered in the Union budget definitively adopted for Union programmes or activities, or parts thereof, increased, where appropriate, by external assigned revenue that does not result from financial contributions to Union programmes and activities from other donors, as defined in a protocol to this Agreement.

6. The operational contribution shall be based on a contribution key defined as the ratio of the Gross Domestic Product (GDP) of Switzerland at market prices to the GDP of the Union at market prices. For that purpose, the figures for GDP at market prices of the Contracting Parties shall be the latest such figures available as of 1 January of the year in which the annual payment is made as provided by the Statistical Office of the European Union (EUROSTAT), with due regard to the Agreement between the European Community and the Swiss Confederation on cooperation in the field of statistics, done at Luxembourg on 26 October 2004. If that agreement ceases to apply, the GDP of Switzerland shall be the one established on the basis of data provided by the Organisation for Economic Co-operation and Development.

7. The operational contribution shall be based on the application of the contribution key to the initial commitment appropriations increased as described in paragraph 5 entered in the Union budget definitively adopted for the applicable year for financing the Union programmes or activities, or parts thereof, in which Switzerland participates.

8. The participation fee referred to in paragraph 2 shall have the following values in the years 2025 to 2027:

– 2025: 2.5 %;

– 2026: 3 %;

– 2027: 4 %.

9. Upon request, the European Commission shall provide Switzerland with information in relation to its financial participation as included in the budgetary, accounting, performance and evaluation related information provided to the Union budgetary and discharge authorities concerning the Union programmes and activities, or parts thereof, in which Switzerland participates. That information shall be provided having due regard to the Union's and Switzerland's confidentiality and data protection rules and is without prejudice to the information which Switzerland is entitled to receive under Article 12.

10. All financial contributions of Switzerland or payments from the Union, and the calculation of amounts due or to be received, shall be made in euro.

11. Detailed provisions for the implementation of this Article are set out in the respective protocols to this Agreement as well as in the Annex to this Agreement on Financial Implementation Provisions.

ARTICLE 8
Programmes and activities to which an adjustment mechanism of the operational contribution applies

1. If so provided in a protocol to this Agreement, the operational contribution of a Union programme or activity, or part thereof, for year N may be adjusted upwards and downwards retrospectively in one or more subsequent years on the basis of the budgetary commitments made on the commitment appropriations of that year, their implementation through legal commitments and their decommitment.

2. The first adjustment shall be made in year N+1 when the operational contribution shall be adjusted by the difference between the contribution and an adjusted contribution calculated by applying the contribution key of year N, adjusted via the application of a coefficient if the protocol concerned so provides, to the sum of:

(a) the amount of budgetary commitments made on commitment appropriations authorised in year N under the Union budget and on commitment appropriations corresponding to decommitments made available again; and

(b) any external assigned revenue appropriations that do not result from financial contributions to Union programmes and activities from other donors covered in the protocols to this Agreement and that were available at the end of year N.

3. Each subsequent year, until all the budgetary commitments financed under commitment appropriations originating from year N have been paid or decommitted and at the latest 3 years after the end of the Union programme or after the end of the MFF corresponding to year N, whichever is earlier, the Union shall calculate an adjustment of the contribution of year N by reducing Switzerland's contribution by the amount obtained by applying the contribution key, adjusted if the protocol concerned so provides, of year N to the decommitments made each year on commitments of year N financed under the Union budget or from decommitments made available again.

4. If external assigned revenue appropriations that do not result from financial contributions to Union programmes and activities from other donors covered by the protocols to this Agreement are cancelled, the contribution of Switzerland to the Union programme or activity concerned, or parts thereof shall be reduced by the amount obtained by applying the contribution key, adjusted if the protocol concerned so provides, of year N to the amount cancelled.

5. In year N+2 or in subsequent years, after having made the adjustments referred to in paragraphs 2, 3 and 4, the contribution of Switzerland for year N shall also be reduced by an amount obtained by multiplying the contribution of Switzerland for year N and the ratio of:

(a) the legal commitments of year N, funded under any commitment appropriations available in year N, and resulting from competitive award procedures,

(i) from which Switzerland and Swiss entities have been excluded;

(ii) for which the deadline for submission of applications has expired during the suspension referred to in Article 19, or after termination referred to in Article 20 has taken effect; and

(b) the total amount of legal commitments funded under any commitment appropriations of year N.

6. The amount of legal commitments, as described in paragraph 5, shall be calculated by taking all budgetary commitments made in year N and deducting the decommitments that have been made on those commitments in year N+1.

ARTICLE 9

Union programmes and activities, or parts thereof,
to which an automatic correction mechanism applies

1. An automatic correction mechanism shall apply in relation to a Union programme or activity, or part thereof, for which the application of an automatic correction mechanism is provided for in the basic act establishing that Union programme or activity and in the relevant protocol to this Agreement. The application of that automatic correction mechanism may be limited to parts of the Union programme or activity specified in the relevant protocol to this Agreement which are implemented through grants for which competitive calls are organised. Detailed rules on the identification of the parts of the Union programme or activity to which the automatic correction mechanism does or does not apply may be established in that protocol.

2. The amount of the automatic correction for a Union programme or activity, or part thereof, shall be the difference between the initial amounts of the legal commitments actually entered into with Switzerland or the Swiss entities financed from commitment appropriations of the year in question and the corresponding operational contribution paid by Switzerland as adjusted pursuant to Article 8 of this Agreement if the relevant protocol to this Agreement provides for such adjustment, excluding support expenditure, covering the same period.

3. Any amount referred to in paragraph 2 of this Article which for each of two consecutive years exceeds 8 % of the corresponding operational contribution of Switzerland to the Union programme as adjusted pursuant to Article 8 shall be due by Switzerland as an additional contribution under the automatic correction mechanism for each of those two years.

4. Detailed rules on the establishment of the relevant amounts of the legal commitments referred to in paragraph 2 of this Article, including in the case of consortia, and on the calculation of the automatic correction may be laid down in the Annex to this Agreement on Financial Implementation Provisions.

ARTICLE 10

Financing in relation to Union programmes implemented through financial instruments or budgetary guarantees

1. Where, in accordance with Article 3, Switzerland participates in a Union programme or activity, or part thereof, that is implemented through financial instruments or budgetary guarantees under the Financial Regulation, Switzerland shall provide a contribution to those financial instruments or budgetary guarantees in accordance with the Financial Regulation and the basic act establishing the Union programme or activity.

The amount contributed shall increase the Union budgetary guarantee or the financial envelope of the financial instrument.

2. Where appropriate, modalities for the implementation of this Article may be specified further in the relevant protocol.

ARTICLE 11

Reviews and audits

1. The Union shall have the right to conduct, in accordance with the applicable acts of one or more Union institutions or bodies and as provided in relevant agreements and contracts, technical, scientific, financial, or other types of reviews and audits on the premises of any natural person residing in or any legal entity established in Switzerland and receiving Union funding, as well as any third party involved in the implementation of Union funds residing or established in Switzerland. Such reviews and audits may be carried out by the agents of the Union institutions and bodies, in particular of the European Commission and the European Court of Auditors, or by other persons mandated by the European Commission. When exercising their duties in the territory of Switzerland, the agents and investigative bodies of the Union shall act in a manner consistent with Swiss law.

2. The agents of the Union institutions and bodies, in particular of the European Commission and the European Court of Auditors, and the other persons mandated by the European Commission, shall have appropriate access to sites, works and documents, in both electronic and paper versions, and to all the information required in order to carry out such audits, including the right of obtaining a physical or electronic copy of, or extracts from, any document or the contents of any data medium held by the audited natural or legal person, or by the audited third party.

3. Switzerland shall not prevent or raise any particular obstacle to the right of entrance into Switzerland or to the access to the premises of the agents or other persons referred to in paragraph 2 on the grounds of the exercise of their duties referred to in this Article.

4. The reviews and audits referred to in paragraph 1 of this Article may be carried out after the suspension of the application of a protocol to this Agreement pursuant to Article 19, the cessation of the provisional application or termination of this Agreement, on the terms laid down in the applicable acts of one or more Union institutions or bodies or as provided for in relevant agreements and contracts in relation to any legal commitment implementing the Union budget entered into by the Union before the date on which the suspension of the application of the relevant protocol, or the cessation of the provisional application or termination of this Agreement, takes effect.

ARTICLE 12

Fight against irregularities, fraud and other criminal offences affecting the financial interests of the Union

1. The European Commission and the European Anti-Fraud Office (OLAF) shall be authorised to carry out administrative investigations in relation to the implementation of this Agreement and its protocols, including on-the-spot checks and inspections, on the territory of Switzerland. Those investigations shall be carried out in accordance with the terms and conditions established by applicable acts of one or more Union institutions. When exercising their duties in the territory of Switzerland, the agents and investigative bodies of the Union shall act in a manner consistent with Swiss law.
2. The competent Swiss authorities shall inform the European Commission or OLAF within a reasonable time of any fact or suspicion which has come to their notice relating to an irregularity, fraud or other illegal activity affecting the financial interests of the Union, in connection with the implementation of this Agreement and its protocols.

3. On-the-spot checks and inspections may be carried out on the premises of any natural person residing in or legal entity established in Switzerland and receiving Union funds, as well as of any third party involved in the implementation of Union funds residing or established in Switzerland.

4. On-the-spot checks and inspections shall be prepared and conducted by the European Commission or OLAF in close collaboration with the competent Swiss audit authority which shall be notified a reasonable time in advance of the object, purpose and legal basis of the checks and inspections, so that the competent Swiss authorities can provide assistance. To that end, the officials of the competent Swiss authorities may participate in the on-the-spot checks and inspections.

5. Upon request by the Swiss authorities, the on-the-spot checks and inspections may be carried out jointly with the European Commission or OLAF.

6. European Commission agents and OLAF staff shall have access to all the information and documentation, including computer data, on the operations concerned which are required for the proper conduct of the on-the-spot checks and inspections. They may, in particular, copy relevant documents.

7. Where the person, entity or another third party resists an on-the-spot check or inspection, the Swiss authorities, acting in accordance with national rules and regulations, shall assist the European Commission or OLAF, to allow them to fulfil their duty in carrying out an on-the-spot check or inspection. That assistance shall include taking the appropriate precautionary measures under national law, in particular in order to safeguard evidence.

8. The European Commission or OLAF shall inform the Swiss authorities of the results of such checks and inspections. In particular, the European Commission or OLAF shall report as soon as possible to the competent Swiss audit authority any fact or suspicion relating to an irregularity which has come to their notice in the course of the on-the-spot check or inspection.

9. Without prejudice to the application of Switzerland's criminal law, the European Commission may impose administrative measures and penalties on any Swiss entity participating in the implementation of a Union programme or activity in accordance with Union law.

10. For the purposes of the proper implementation of this Article, the European Commission or OLAF and the competent Swiss authorities shall regularly exchange information and, at the request of one of the Contracting Parties to this Agreement, consult each other.

11. In order to facilitate effective cooperation and exchange of information with OLAF, Switzerland shall designate a contact point.

12. Information exchanged between the European Commission or OLAF and the competent Swiss authorities shall take place having due regard to the confidentiality requirements. Personal data included in the exchange of information shall be protected in accordance with applicable rules.

13. The competent Swiss authorities shall also inform the European Public Prosecutor's Office (EPPO) about any fact or suspicion which has come to their notice relating to an irregularity, fraud or other illegal activity affecting the financial interests of the Union when those facts or suspicions concern a case that may fall within the competence of EPPO. In cases where there are investigations or judicial proceedings by the EPPO, or Switzerland concerning criminal offences affecting their respective financial interests within the scope of this Agreement, Switzerland and the Union shall ensure effective mutual assistance, in accordance with the applicable legal framework, with a view to allowing their competent authorities to fulfil their duty to investigate, prosecute and bring to judgment before their courts the perpetrators of, and accomplices to, such criminal offences.

ARTICLE 13

Amendments to Articles 11 and 12

The Joint Committee may amend Articles 11 and 12 to take account of changes made in acts of one or more Union institutions.

ARTICLE 14

Recovery and enforcement

1. A decision adopted by the European Commission imposing a pecuniary obligation on legal or natural persons other than States in relation to any claim stemming from Union programmes, activities, projects or actions shall be enforceable in Switzerland. The order for its enforcement shall be appended to such decision, without any formality other than a verification of the authenticity of that decision by the national authority designated for this purpose by the Government of Switzerland. Enforcement shall take place in accordance with Swiss law and rules of procedure. Enforceable decisions of the European Commission shall be considered enforceable titles in the sense of the Federal Act on Debt Enforcement and Bankruptcy (DEBA), and not subject to review on the merits before Swiss courts. The Government of Switzerland shall make known its designated national authority for the purposes of this Article to the European Commission and to the Court of Justice of the European Union. In accordance with Article 15, the European Commission shall be entitled to notify enforceable decisions directly to persons residing and legal entities established in Switzerland.

2. Judgments and orders of the Court of Justice of the European Union delivered in application of an arbitration clause contained in a contract or agreement in relation to Union programmes, activities, projects or actions shall be enforceable in Switzerland in the same manner as the decisions of the European Commission referred to in paragraph 1.

3. The Court of Justice of the European Union shall have jurisdiction to review the legality of the decisions of the European Commission referred to in paragraph 1 and to suspend their enforcement. However, Swiss courts shall have jurisdiction over complaints that enforcement is being carried out in an irregular manner.

ARTICLE 15

Communication and exchange of information

The Union institutions and bodies involved in the implementation of Union programmes or activities, or in control of such programmes or activities, shall be entitled to communicate directly, including through electronic exchange systems, with any natural person residing in Switzerland or legal entity established in Switzerland receiving Union funding, as well as with any third party involved in the implementation of Union funding that resides or is established in Switzerland. Such persons, entities and third parties may submit directly to the Union institutions and bodies all relevant information and documentation which they are required to submit on the basis of the Union legislation applicable to the Union programme or activity and on the basis of any contract or funding agreement concluded to implement that programme or activity.

ARTICLE 16

Joint Committee on participation in Union programmes

1. A Joint Committee on participation in Union programmes is hereby established. The Joint Committee shall:

(a) ensure the proper functioning and effective implementation of this Agreement and its protocols, including assessing, evaluating and reviewing their implementation, and in particular:

(i) the participation and performance of Swiss entities in Union programmes and activities, or parts thereof;

(ii) where relevant, the level of mutual openness to the legal entities established in each Contracting Party to participate in the programmes, projects, actions or activities, or parts thereof, of the other Contracting Party;

(iii) the implementation of the financial contribution mechanism referred to in Article 7 and where relevant the automatic correction mechanism applicable to Union programmes or activities covered by the protocols to this Agreement in accordance with Article 9;

(iv) information exchange and, where relevant, examining any possible questions on the exploitation of results, including intellectual property rights;

(v) discussing upon request of either Contracting Party restrictions applied or planned by the Contracting Parties on access to their respective research and innovation programmes, including in particular for actions related to their strategic assets, interests, autonomy or security;

(vi) examining how to improve and develop cooperation;

(vii) discussing jointly the future orientations and priorities of policies related to Union programmes or activities covered by the protocols to this Agreement;

(viii) exchanging information, inter alia, on new legislation, decisions or national programmes that are relevant for the implementation of this Agreement and its protocols;

(ix) adopting protocols to this Agreement on specific terms and conditions of participation of Switzerland in Union programmes or activities, or parts thereof, or amending such protocols as needed, by way of a decision;

(x) amending Articles 11 and 12 of this Agreement to take account of changes made in acts of one or more Union institutions, by way of a decision;

(b) ensure, in cooperation with the Joint Committee established by the Agreement on Health (the "Joint Committee on Health"), the proper functioning and the effective implementation of this Agreement as regards the participation of Switzerland in programmes for the Union's action in the field of health[1], only for matters covered in this Agreement; and in particular,

(i) adopt or amend the relevant protocol, in consultation with the Joint Committee on Health;

[1] For the period 2021-2027, this is the EU4Health Programme as established by Regulation (EU) 2021/522 of the European Parliament and of the Council of 24 March 2021 establishing a Programme for the Union's action in the field of health ("EU4Health Programme") for the period 2021-2027, and repealing Regulation (EU) No 282/2014 (OJ EU L 107, 26.3.2021, p. 1).

(ii) inform the Joint Committee on Health when the agenda of its meetings include matters related to a programme for the Union's action in the field of health.

2. Decisions of the Joint Committee shall be taken by consensus. Decisions shall be binding on the Contracting Parties.

3. The Joint Committee shall be composed of representatives of the Contracting Parties.

4. The Joint Committee may decide to set up any working party or advisory body on an ad hoc basis at expert level that can assist in carrying out the implementation of this Agreement.

5. The Joint Committee shall be co-chaired by a representative of each of the Contracting Parties.

6. The Joint Committee shall work on an ongoing basis through an exchange of relevant information by any means of communication, in particular in relation to the participation and performance of Swiss entities. The Joint Committee may in particular conduct its tasks in writing whenever the need arises.

7. The Joint Committee shall meet at least once a year, in Brussels and Bern alternatively, unless the co-chairs decide otherwise. It shall also meet at the request of either Contracting Party. The co-chairs may agree that a meeting of the Joint Committee be held by videoconference or teleconference.

8. The Joint Committee shall adopt its rules of procedure at its first meeting.

ARTICLE 17

Entry into force

1. This Agreement shall be ratified or approved by the Contracting Parties in accordance with their own procedures. The Contracting Parties shall notify each other of the completion of the internal procedures necessary to the entry into force of this Agreement.

2. This Agreement shall enter into force on the first day of the second month following the last notification regarding the following instruments:

(a) Institutional Protocol to the Agreement between the European Community and its Member States, of the one part, and the Swiss Confederation, of the other, on the free movement of persons;

(b) Amending Protocol to the Agreement between the European Community and its Member States, of the one part, and the Swiss Confederation, of the other, on the free movement of persons;

(c) Institutional Protocol to the Agreement between the European Community and the Swiss Confederation on air transport;

(d) Amending Protocol to the Agreement between the European Community and the Swiss Confederation on air transport;

(e) State Aid Protocol to the Agreement between the European Community and the Swiss Confederation on air transport;

(f) Institutional Protocol to the Agreement between the European Community and the Swiss Confederation on the carriage of goods and passengers by rail and road;

(g) Amending Protocol to the Agreement between the European Community and the Swiss Confederation on the carriage of goods and passengers by rail and road;

(h) State Aid Protocol to the Agreement between the European Community and the Swiss Confederation on the carriage of goods and passengers by rail and road;

(i) Amending Protocol to the Agreement between the European Community and the Swiss Confederation on trade in agricultural products;

(j) Institutional Protocol to the Agreement between the European Community and the Swiss Confederation on mutual recognition in relation to conformity assessment;

(k) Amending Protocol to the Agreement between the European Community and the Swiss Confederation on mutual recognition in relation to conformity assessment;

(l) Agreement between the European Union and the Swiss Confederation on Switzerland's regular financial contribution towards reducing economic and social disparities in the European Union;

(m) Agreement between the European Union and the Swiss Confederation on the terms and conditions for the participation of the Swiss Confederation in the European Union Agency for the Space Programme.

ARTICLE 18

Provisional application

1. The Contracting Parties shall apply this Agreement provisionally, in accordance with their respective internal procedures and legislation, as from 1 January 2025. If the date of signature of this Agreement is after 15 November 2025, the Contracting Parties shall apply this Agreement provisionally, in accordance with their respective internal procedures and legislation, as from 1 January 2026.

2. Provisional application of this Agreement shall cease at the latest on 31 December 2028 if Switzerland has not completed its internal procedures necessary for the entry into force of the instruments mentioned in Article 17 by that date.

3. Where the provisional application of this Agreement ceases to apply in accordance with paragraph 2 of this Article, the Contracting Parties agree that the Swiss operational contribution as referred to in Article 7 shall be due without the adjustment provided for in Article 8 or the correction provided for in Article 9.

4. The Contracting Parties agree that projects or actions in respect of which legal commitments have been entered into after the provisional application of this Agreement, and before it ceases to apply provisionally, shall continue until their completions under the conditions it lays down.

ARTICLE 19

Suspension

1. The application of a protocol to this Agreement may be suspended by the Union in relation to a Union programme or activity, or part thereof:

(a) if Switzerland fails to fulfil its obligations under Article 5(1), and such failure has a significant impact on the implementation of that programme or activity, or part thereof;

(b) in the case of partial or full non-payment of the financial contribution due by Switzerland under that programme or activity.

In the case of non-payment which may significantly jeopardise the implementation and management of a Union programme or activity, the European Commission shall send a formal letter of reminder. Where no payment is made within 20 working days after the receipt of that formal letter of reminder, suspension of the application of the relevant protocol to this Agreement shall be notified by the European Commission to Switzerland by a formal letter of notification which shall take effect 15 days following the receipt of that notification by Switzerland;

(c) in the cases provided for in Article 16 of the Agreement on Health as regards the participation of Switzerland in a programme for the Union's action in the field of Health.

2. In the event that the application of a protocol to this Agreement is suspended, Swiss entities shall not be eligible to participate in award procedures that are not yet completed when the suspension takes effect. An award procedure shall be considered completed when legal commitments have been entered into as a result of that procedure.

3. The suspension does not affect the legal commitments entered into with Swiss entities under the Union programme or activity concerned before the suspension took effect. The relevant protocol to this Agreement shall continue to apply to such legal commitments.

4. The Union shall immediately notify Switzerland once the entire amount of the financial contribution due has been received by the Union. The suspension shall be lifted with an immediate effect upon this notification.

5. As of the date on which the suspension is lifted, Swiss entities shall again be eligible in award procedures launched under the Union programme or activity concerned after this date and in award procedures launched before this date, for which the deadlines for submission of applications has not expired.

6. If, after six months from the start of a suspension in accordance with paragraph 1, the circumstances that caused the suspension persist, the Union may unilaterally terminate the suspended protocol in relation to the Union programme or activity, or part thereof, concerned.

ARTICLE 20

Termination

1. A Contracting Party may terminate this Agreement by notifying the other Contracting Party.

2. This Agreement shall cease to be in force six months after receipt of the written notification referred to in paragraph 1.

3. Where this Agreement is terminated in accordance with this Article, the Contracting Parties agree that:

(a) projects or actions in respect of which legal commitments have been entered into after the entry into force of this Agreement, and before it is terminated, shall continue until their completion under the conditions laid down in this Agreement;

(b) the annual financial contribution to a Union programme or activity of the year N during which this Agreement is terminated shall be paid entirely in accordance with Article 7 of this Agreement and any relevant rules in the protocol concerned. Where the adjustment mechanism applies, the operational contribution to the relevant programme or activity of the year N shall be adjusted in accordance with Article 8 of this Agreement. For Union programmes or activities where both the adjustment mechanism and the automatic correction mechanism apply, the relevant operational contribution of the year N shall be adjusted in accordance with Article 8 of this Agreement and corrected in accordance with its Article 9. For Union programmes or activities, where only the correction mechanism applies, the relevant operational contribution of the year N shall be corrected in accordance with Article 9 of this Agreement. The participation fee paid for the year N as part of the financial contribution to a Union programme or activity shall not be adjusted or corrected;

(c) where the adjustment mechanism applies, following the year during which this Agreement is terminated, the operational contributions to a Union programme or activity paid for the years during which this Agreement applied shall be adjusted in accordance with Article 8. For Union programmes or activities where both the adjustment mechanism and the automatic correction mechanism apply, those operational contributions shall be adjusted in accordance with Article 8 and automatically corrected in accordance with Article 9. For Union programmes or activities where only the automatic correction mechanism applies, the relevant operational contributions shall be automatically corrected in accordance with Article 9.

4. Subject to paragraph 3, the participation of Switzerland in a programme for the Union's action in the field of health may be terminated in the cases provided for in Article 16 of the Agreement on Health.

5. Subject to paragraph 3 and notwithstanding any provisions to the contrary in this Agreement, the participation of Switzerland in a programme for the Union's action in the field of health shall cease on the same day as the Agreement on Health ceases to be in force.

6. The Contracting Parties shall settle by common consent any other consequences of termination of this Agreement.

ARTICLE 21

Annex and Protocols

The Annex and Protocols to this Agreement shall form an integral part thereof.

ARTICLE 22

Authentic texts

This Agreement is drawn up in duplicate in the Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, each text being equally authentic.

IN WITNESS WHEREOF, the undersigned, duly authorised thereto, have signed this Agreement.

[Concluding formula (to the effect of, in all 24 EU languages: "Done at Brussels/Bern on the […]th day of [Month] in the year two thousand and [year]")]

[Signature Block (to the effect of, in all 24 EU languages: "For the European Union" and "For the Swiss Confederation")]

ANNEX ON FINANCIAL IMPLEMENTATION PROVISIONS

1. The European Commission shall communicate to Switzerland, as soon as possible and at the latest on 16 April of each financial year, the following information for each Union programme or activity, or part thereof, in which Switzerland participates:

   (a) the amounts in commitment appropriations in the Union budget definitively adopted for the year in question for the budget lines covering participation of Switzerland in accordance with the protocols to this Agreement and, if relevant, the amount of external assigned revenue appropriations that do not result from financial contribution from other donors on those budget lines;

   (b) the amount of the participation fee referred to in Article 7 of this Agreement;

   (c) from year N + 1 of implementation of a programme included in the protocols to this Agreement, the implementation of commitment appropriations corresponding to budgetary year N and the level of decommitment;

   (d) for programmes, or parts thereof, to which Article 9 of this Agreement applies, where such information is necessary to calculate the automatic correction, the level of commitments entered into in favour of Swiss entities broken down according to the corresponding year of budgetary appropriations and the related total level of commitments.

On the basis of its Draft Budget, the European Commission shall provide an estimate of information under points (a) and (b) as soon as possible, if possible in the course of June, and at the latest, by 1 September of each financial year.

2. The total value of call for funds for a given year shall be established by applying the annual amount calculated in application of Article 7 of this Agreement, including, if applicable to the Union programme, any adjustments under Article 8 of this Agreement, and if applicable to the Union programme, any corrections under Article 9 of this Agreement.

   The application of this paragraph has no bearing on establishing the calculation of the automatic correction under Article 9.

3. The European Commission shall issue, at the latest on 16 April and if applicable to the Union programme, at the earliest on 22 October and at the latest on 31 October of each financial year, a call for funds to Switzerland that corresponds to the contribution of Switzerland under this Agreement for each of the Union programmes or activities, or parts thereof, in which Switzerland participates.

4. The call for funds referred to in paragraph 3 shall be structured in instalments as follows:

   (a) the first instalment of the year, in relation to the call for funds to be issued by 16 April, shall correspond to an amount up to the equivalent of the estimate of the annual financial contribution of the programme in question referred to in paragraph 1.

   Switzerland shall pay the amount indicated in this call for funds at the latest 60 days after the call for funds is issued;

(b) where applicable, the second instalment of the year, in relation to the call for funds to be issued at the earliest on 22 October and at the latest on 31 October, shall correspond to the difference between the amount referred to paragraph 1 and the amount referred to in paragraph 3 where the amount referred to in paragraph 3 is higher. Switzerland shall pay the amount indicated in this call for funds at the latest by 21 December.

Switzerland may make separate payments for each programme and activity.

5. Where this Agreement starts to provisionally apply in 2025, for the first year of its implementation, the European Commission shall issue a single call for funds within 60 days of the signature of this Agreement, and at the latest by 10 December 2025.

6. Where this Agreement starts to provisionally apply in 2025, Switzerland shall pay the amount indicated in the call for funds under paragraph 5 not later than 30 days after the call for funds is issued and at the latest by 21 December 2025.

7. Where the participation of Switzerland is terminated pursuant to Article 20 of this Agreement, any payments in relation to the period before the termination takes effect shall become due. The European Commission shall issue a call for funds in relation to the amount due at the latest one month after the termination takes effect. Switzerland shall pay this due amount within 60 days of the issue of the call for funds.

8. Any delay in the payment of the contribution shall give rise to the payment of default interest by Switzerland on the outstanding amount as from the due date until the day on which that outstanding amount is paid in full.

9. The interest rate for amounts receivable but not paid on the due date shall be the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of *the Official Journal of the European Union*, in force on the first day of the month in which the due date falls, or 0 %, whichever is higher, plus 3,5 percentage points.

PROTOCOL I

PARTICIPATION IN THE HORIZON EUROPE, EURATOM RESEARCH AND TRAINING, DIGITAL EUROPE AND ERASMUS+ PROGRAMMES

PART I

GENERAL RULES

ARTICLE 1

Programmes in which Switzerland participates

1. Switzerland shall participate as an associated country in and contribute to the Union programmes and activities, or parts thereof, established by the following basic acts:

(a) Regulation (EU) 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013[1] ("Horizon Europe Programme"), and implemented through the specific programme established by Council Decision (EU) 2021/764 of 10 May 2021 establishing the Specific Programme implementing Horizon Europe – the Framework Programme for Research and Innovation, and repealing Decision 2013/743/EU[2], in their most up-to-date versions and through a financial contribution to the European Institute of Innovation and Technology established by Regulation (EU) 2021/819 of the European Parliament and of the Council of 20 May 2021 on the European Institute of Innovation and Technology[3];

[1] OJ EU L 170, 12.5.2021, p. 1.
[2] OJ EU L 167I, 12.5.2021, p. 1.
[3] OJ EU L 189, 28.5.2021, p. 61.

(b) Council Regulation (Euratom) 2021/765 of 10 May 2021 establishing the Research and Training Programme of the European Atomic Energy Community for the period 2021-2025 complementing Horizon Europe – the Framework Programme for Research and Innovation and repealing Regulation (Euratom) 2018/1563[1] ("Euratom Progamme"), in its most up-to-date version;

(c) Regulation (EU) 2021/694 of the European Parliament and of the Council of 29 April 2021 establishing the Digital Europe Programme and repealing Decision (EU) 2015/2240[2] ("Digital Europe Progamme"), in its most up-to-date version;

(d) Regulation (EU) 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing Erasmus+: the Union Programme for education and training, youth and sport and repealing Regulation (EU) No 1288/2013[3] ("Erasmus+ Programme"), in its most up-to-date version.

2. This Protocol shall not apply to award procedures which implement budgetary commitments for:

(a) 2021, 2022, 2023 or 2024 in the Union programmes or activities, or parts thereof, referred to in Article 1, paragraph 1, points (a) to (c), of this Protocol;

(b) 2021, 2022, 2023, 2024, 2025 or 2026 in the Union programme referred to in Article 1, paragraph 1, point (d), of this Protocol.

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1 OJ L 167l, 12.5.2021, p. 81,
2 OJ L 166, 11.5.2021, p. 1, ELI: https://eur-lex.europa.eu/eli/reg/2021/694/oj.
3 OJ EU L 189, 28.5.2021, p. 1, ELI: http://data.europa.eu/eli/reg/2021/817/oj.

ARTICLE 2

Duration of Switzerland's participation

1. Switzerland shall participate in the Union programmes and activities, or parts thereof, referred to in:

(a) Article 1, paragraph 1, points (a) to (c), of this Protocol from 1 January 2025 or another date if provided by a specific title of this Protocol for their remaining duration or until the end of the MFF 2021-2027, whichever is shorter;

(b) Article 1, paragraph 1, point (d), of this Protocol from 1 January 2027 for its remaining duration or until the end of the MFF 2021-2027, whichever is shorter, subject to the conditions laid down in Article 14 of this Protocol.

2. Switzerland or Swiss entities shall be eligible under the conditions laid down in Article 4 of this Agreement, with regard to Union award procedures, which implement the budgetary commitments of the programmes and activities, or parts thereof, referred to in Article 1 of this Protocol within the time limits set out in paragraph 1 of this Article.

For the Union programmes and activities, or parts thereof, referred to in Article 1, paragraph 1, points (a) to (c), of this Protocol, Switzerland or Swiss entities shall not be eligible for Union funding under Union award procedures which implement budgetary commitments for 2021, 2022, 2023 or 2024 without prejudice to the applicable eligibility rules for entities of non-associated third countries laid down in the basic act or other rules pertaining to the implementation of the Union programme or activity.

For the Union programmes and activities, or parts thereof, referred to in Article 1, paragraph 1, point (d), of this Protocol, Switzerland or Swiss entities shall not be eligible for Union funding under Union award procedures which implement budgetary commitments for 2021, 2022, 2023, 2024, 2025 or 2026 without prejudice to the applicable eligibility rules for entities of non-associated third countries laid down in the basic act or other rules pertaining to the implementation of the Union programme or activity.

ARTICLE 3

Final provisions

This Protocol shall remain in force for as long as is necessary for all the projects, actions, activities, or parts thereof, financed from the Union programmes listed in Article 1 of this Protocol, all the actions necessary to protect the financial interests of the Union and all the financial obligations stemming from the implementation of this Protocol between the Contracting Parties to be completed.

This Protocol shall be extended and apply for the period 2026-2027 under the same terms and conditions to the successor of the Euratom Programme, unless within three months of the publication in the *Official Journal of the European Union* of that successor programme either Contracting Party notifies its decision not to extend this Protocol to that successor programme. In the event of such a notification, this Protocol shall not apply as of 1 January 2026 in respect of the successor to the Euratom Programme.

ARTICLE 4

Annex

The Annex to this Protocol shall form an integral part thereof.

PART II

SPECIFIC TERMS AND CONDITIONS
OF PARTICIPATION IN UNION PROGRAMMES

TITLE 1

HORIZON EUROPE AND EURATOM PROGRAMME
COMPLEMENTING THE HORIZON EUROPE PROGRAMME

ARTICLE 5

Specific terms and conditions of participation in the Horizon Europe Programme and Euratom Programme complementing the Horizon Europe Programme

1. Before deciding on whether Swiss entities are eligible to participate in an action related to Union strategic assets, interests, autonomy or security under Article 22(5) of Regulation (EU) 2021/695, the European Commission may request specific information or assurances, such as:

(a) information on whether reciprocal access has been or will be granted to Union entities to existing and planned programmes, projects, actions, activities, or other measures, or parts thereof, of Switzerland equivalent to the Horizon Europe action concerned;

(b) information on whether Switzerland has in place a national investment screening mechanism and assurances that Swiss authorities will report on and consult the European Commission on any possible cases where, in application of such a mechanism, they have become aware of planned foreign investment or takeover by an entity established or controlled from outside Switzerland of a Swiss entity which has received the Horizon Europe Programme or the Euratom Programme funding in actions related to Union strategic assets, interests, autonomy or security, provided that the European Commission supplies Switzerland with the list of the relevant Swiss entities following the signature of grant agreements with those entities; and

(c) assurances that none of the results, technologies, services and products developed under the concerned actions by Swiss entities will be subject to restrictions on their export to Member States during the action and for four years after the end of the action; Switzerland shall share an up-to-date list of subjects of export restrictions on an annual basis, during the action and for four years after the end of the action.

2. Swiss entities may participate in the activities of the Joint Research Centre (JRC) under terms and conditions equivalent to those applicable to Union entities unless limitations are necessary to ensure consistency with the scope of participation stemming from the implementation of paragraph 1.

3. Where the Union implements the Horizon Europe Programme through the application of Articles 185 and 187 of the TFEU, Switzerland and Swiss entities may participate in the legal structures created under those provisions, in conformity with the Union legal acts that have been or will be adopted for the establishment of those legal structures.

4. Switzerland shall be kept regularly informed of JRC activities relating to Switzerland's participation in each programme, in particular of JRC multiannual work programmes. A high-level representative from Switzerland shall be invited as observer to meetings of the JRC Board of Governors in relation to a point that concerns Switzerland's participation in each programme.

5. Regulation (EU) 2021/819[1] or the Union legal act replacing that Regulation, and Decision (EU) 2021/820 of the European Parliament and of the Council[2], shall apply to participation of Swiss entities in Knowledge and Innovation Communities in conformity with Article 4 of this Agreement.

6. Representatives of Switzerland shall have the right to participate as observers in the committee referred to in Article 14 of Council Decision (EU) 2021/764 and in Article 16 of Council Regulation (Euratom) 2021/765, without voting rights and for points which concern Switzerland when that committee discusses issues pertaining to the implementation of the Horizon Europe Programme and the Euratom Programme. Such participation shall be in accordance with Article 6 of this Agreement. Travel cost of the representatives of Switzerland to the meetings of that committee shall be reimbursed in economy class. For all other matters the reimbursement of travel cost and subsistence expenses shall be governed by the same rules as applicable to representatives from Member States.

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1 Regulation (EU) 2021/819 of the European Parliament and of the Council of 20 May 2021 on the European Institute of Innovation and Technology (OJ L 189, 28.5.2021, p. 61).

2 Decision (EU) 2021/820 of the European Parliament and of the Council of 20 May 2021 on the Strategic Innovation Agenda of the European Institute of Innovation and Technology (EIT) 2021-2027: Boosting the Innovation Talent and Capacity of Europe and repealing Decision No 1312/2013/EU (OJ EU L 189, 28.5.2021, p. 91).

ARTICLE 6

Reciprocity

Legal entities established in the Union may participate in programmes, projects, actions, activities, other measures, or parts thereof, of Switzerland equivalent to those of the Horizon Europe Programme and the Euratom Programme, in accordance with Switzerland's regulations.

The non-exhaustive list of the equivalent programmes, projects, actions, activities, other measures, or parts thereof, of Switzerland is provided for in Annex I to this Protocol.

Funding of legal entities established in the Union by Switzerland shall be subject to Switzerland's regulations governing the operation of research and innovation programmes, projects, actions, activities, other measures, or parts thereof. Where funding is not provided, legal entities established in the Union may participate with their own means.

ARTICLE 7

Open science

The Contracting Parties shall mutually promote and encourage open science practices in their programmes, projects, actions and activities, or the parts thereof, in accordance with the rules of the Horizon Europe Programme and the Euratom Programme and Switzerland's regulations.

ARTICLE 8

Financial conditions for the Horizon Europe Programme

1. Article 8 of this Agreement shall apply to the Horizon Europe Programme.

2. Article 9 of this Agreement shall apply to the Horizon Europe Programme.

3. For the calculation of the automatic correction as referred to in Article 9 of this Agreement and in this Article, the following detailed arrangements shall apply:

(a) "competitive grants" means grants awarded through calls for proposals where the final beneficiaries can be identified at the time of the calculation of the automatic correction; financial support to third parties as defined in Article 207 of the Financial Regulation is excluded;

(b) where a legal commitment is signed with a consortium, the amounts used to establish the initial amounts of the legal commitment shall be the cumulative amounts allocated to beneficiaries that are Swiss entities in accordance with the indicative budget breakdown of the grant agreement;

(c) all amounts of legal commitments corresponding to competitive grants shall be established using the European Commission electronic system eCorda and be extracted on the second Wednesday of February of year N+2;

(d) "non-intervention costs" means costs of Horizon Europe Programme other than competitive grants, including support expenditure, programme-specific administration and other actions;

(e) amounts allocated to international organisations as legal entities being the final beneficiary shall be considered to be non-intervention costs.

4. The mechanism of automatic correction shall be applied as follows:

(a) automatic corrections for year N in relation to the execution of commitment appropriations for year N, increased in accordance with Article 7(5) of this Agreement, are to be applied based on data of year N and year N+1 from e-Corda referred to in paragraph 3, point (c), of this Article in year N+2 after any adjustments in accordance with Article 8 of this Agreement have been applied to the contribution of Switzerland to the Horizon Europe Programme; the amount considered is to be the amount of competitive grants for which data is available, at the time of the calculation of the correction;

(b) starting in year N+2 and up until 2029, the amount of the automatic correction is to be calculated for year N by taking the difference between:

(i) the total amount of the competitive grants apportioned to Switzerland or Swiss entities as commitments made on budget appropriations of year N; and

(ii) the amount of Switzerland adjusted operational contribution for year N multiplied by the ratio between:

A. the amount of competitive grants made on commitment appropriations of year N, increased in accordance with Article 7(5) of this Agreement; and

B. the total of all the authorised budgetary commitment appropriations of year N, including non-intervention costs.

Where any adjustment for situations where Swiss entities are excluded is made, pursuant to the application of Article 8, the corresponding competitive grant amounts shall not be included in the calculations.

5. If in relation to Switzerland's operational contribution for a given year N, the amount of the difference calculated in accordance with the method laid down in Article 9(2) of this Agreement is negative and in absolute terms exceeds 8 % of the corresponding operational contribution for year N, the future operational contribution of Switzerland for year N+2 shall be reduced by the difference between the absolute amount calculated in accordance with the method laid down in Article 9(2) for year N, and the amount which corresponds to 8 % of the corresponding operational contribution for year N.

After the end of the period referred to in Article 2(1) of this Protocol, any reductions of future operational contributions, as referred to in the first subparagraph of this paragraph, shall be applied to operational contributions of Switzerland to a succeeding programme in which Switzerland participates.

If the operational contribution of Switzerland is adjusted in year N+2 in accordance with the first and second subparagraphs, such adjustment shall be taken into account for the purpose of calculating the annual amount for year N+2 in accordance with point 4 of the Annex on Financial Implementation Provisions

ARTICLE 9

Financial conditions for the Euratom Programme

1. Article 8 of this Agreement shall not apply to the Euratom Programme complementing the Horizon Europe Programme.

2. Article 9 of this Agreement shall not apply to the Euratom Programme complementing the Horizon Europe Programme.

3. By derogation from Article 7(7) of this Agreement, the contribution key to be applied in years 2025, 2026 and 2027 for the calculation of the operational contribution for the participation in the Euratom Programme shall be 95,4 % of the contribution key defined in Article 7(6) of this Agreement.

TITLE 2

PARTICIPATION IN THE DIGITAL EUROPE PROGRAMME

ARTICLE 10

Scope of the association

Switzerland shall participate as an associated country in and contribute to Specific Objectives (SO) SO1 (High Performance Computing (HPC)), SO2 (Artificial Intelligence), SO4 (Advanced Digital Skills) and SO5 (Deployment and Best Use of Digital Capacities and Interoperability) of the Digital Europe Programme referred to in Article 3 of Regulation (EU) 2021/694.

ARTICLE 11

Specific terms and conditions of participation in the Digital Europe Programme

1. Before deciding on whether Swiss entities are eligible to participate in an action for which participation has been restricted for duly justified reasons on the basis of Article 12(6) of Regulation (EU) 2021/694, the European Commission may request specific information or assurances, such as:

(a) information whether reciprocal access has been or will be granted to Union entities to existing and planned programmes, projects, or actions of Switzerland equivalent to the Digital Europe action concerned;

(b) information whether Switzerland has in place a national investment screening mechanism, and assurances that Swiss authorities will report on and consult the European Commission on any possible cases where, in application of such a mechanism, they have become aware of planned foreign investment or takeover by an entity established or controlled from outside Switzerland of a Swiss entity which has received Digital Europe funding in actions, provided that the European Commission supplies Switzerland with the list of the relevant legal entities established in Switzerland following the signature of grant agreements with those entities; and

(c) assurances that none of the results, technologies, services, and products developed under the concerned actions by entities established in Switzerland shall be subject to restrictions on their export to Member States during the action and for four years after the end of the action; Switzerland will share an up-to-date list of subjects of national export restrictions on an annual basis, during the action and for four years after the end of the action.

2. Where the call conditions restrict participation in an action due to considerations related to the Union's security under Article 12(6) of Regulation (EU) 2021/694, the European Commission may request specific information or assurance from Switzerland in order to assess the adequacy of the guarantees provided by the relevant entities that their participation to the action would not negatively impact the Union's security.

3. Where the Union implements the Digital Europe Programme through the application of Articles 185 and 187 of the TFEU, Switzerland and Swiss legal entities may participate in the legal structures created under those provisions, in conformity with the Union legal acts that have been or will be adopted for the establishment of those legal structures.

ARTICLE 12

Reciprocity

Legal entities established in the Union may participate in programmes, projects, actions, activities, other measures, or parts thereof, of Switzerland equivalent to those of the Digital Europe Programme, in accordance with Switzerland's regulations.

The non-exhaustive list of the equivalent programmes, projects, actions, activities, other measures, or parts thereof, of Switzerland is provided for in Annex I to this Protocol.

Funding of legal entities established in the Union by Switzerland shall be subject to Switzerland's regulations governing the operation of research and innovation programmes, projects, actions, activities, other measures, or parts thereof. Where funding is not provided, legal entities established in the Union may participate with their own means.

ARTICLE 13

Financial conditions

Article 8 of this Agreement shall not apply to the Digital Europe Programme.

TITLE 3

PARTICIPATION IN THE ERASMUS+ PROGRAMME

ARTICLE 14

Specific terms and conditions of participation in the Erasmus+ Programme

The participation of Switzerland in the Erasmus+ Programme shall be conditional on the nomination of a national authority, the establishment of a national agency, and the designation of an independent audit body, in conformity with Articles 26, 27, 28 and 29 of Regulation (EU) 2021/817.

The participation of Switzerland in the Erasmus+ Programme shall be effective from the date on which the European Commission has accepted the ex-ante compliance assessment of the national agency, pursuant to Article 28(2) of Regulation (EU) 2021/817.

ARTICLE 15

Financial conditions

1. Article 8 of this Agreement shall not apply to the Erasmus+ Programme.

2. By derogation from Article 7(7) of this Agreement, the contribution key to be applied in year 2027 for the calculation of the operational contribution for the participation in the Erasmus+ Programme shall be 70 % of the contribution key defined in Article 7(6) of this Agreement.

ANNEX I

List of the equivalent programmes, projects,
actions and activities, or parts thereof, of Switzerland

1. The following non-exhaustive list shall be regarded as Switzerland's programmes, projects, actions and activities, or parts thereof, equivalent to the Horizon Europe Programme and the Euratom Programme:

– Bridge Proof-of-Concept

– SNSF Project funding

– SNSF Health & well-being

– SNSF MARVIS

– SNSF International Co-Investigator Scheme

– SNSF National Centres of Competence in Research (NCCRs)

– Ambizione

– Spark

– Funding programmes FOT

- Sustained Scientific User Laboratory for Simulation and Data-based Science at CSCS (User Lab)
- Swiss Data Science Center
- Swiss Plasma Center / Swiss Fusion Hub
- Swiss Light Source SLS
- Swiss Spallation Neutron Source (SINQ)
- SμS muon source
- Swiss Research Infrastructure for Particle Physics CHRISP
- Swiss X-ray Free Electron Laser SwissFEL
- Swiss-Norwegian beamline (SNBL)
- SwissChips Initiative
- Swiss Twins

2. The following non-exhaustive list shall be regarded as Switzerland's programmes, projects, actions and activities, or parts thereof, equivalent to the Digital Europe Programme:

[…]

PROTOCOL II

PARTICIPATION IN ACTIVITIES OF THE EUROPEAN JOINT UNDERTAKING FOR ITER AND THE DEVELOPMENT OF FUSION ENERGY, THE ITER AGREEMENT AND THE BROADER APPROACH AGREEMENT

ARTICLE 1

Scope of the association

Switzerland shall participate as a member of, and contribute to, the Joint Undertaking for ITER and the development of Fusion Energy (F4E) in accordance with Article 2(c) of Council Decision 2007/198/Euratom[1] and its Statutes attached to it (the "F4E Statutes"), contributing to the future scientific and technological cooperation in the field of controlled nuclear fusion through Switzerland's association to the Euratom Programme.

ARTICLE 2

Duration of Switzerland's participation

1. Switzerland shall participate as a member of F4E from 1st January 2026 for the duration of the establishment of F4E, provided that the conditions of Council Decision 2007/198/Euratom are fulfilled.

[1] Council Decision 2007/198/Euratom establishing the European Joint Undertaking for ITER and the Development of Fusion Energy and conferring advantages upon it (OJ EU L 90, 30.3.2007, p. 58).

2. Switzerland or Swiss entities shall be eligible under the conditions laid down in Article 4 of this Agreement, with regard to Union award procedures, which implement the budgetary commitments of the programmes and activities, or parts thereof, referred to in Article 1 of this Protocol within the time limits set out in paragraph 1 of this Article. Switzerland or Swiss entities shall not be eligible for Union funding under Union award procedures which implement budgetary commitments for 2021, 2022, 2023, 2024 or 2025 without prejudice to the applicable eligibility rules for entities of non-associated third countries laid down in the basic act or other rules pertaining to the implementation of the F4E activities.

ARTICLE 3

Specific terms and conditions for participation in
activities of the European Joint Undertaking for ITER
and the Development of Fusion Energy

1. Notwithstanding Article 12(2), point (a), and Article 82(3), point (a), of the Staff Regulations of Officials of the European Union and the Conditions of Employment of Other Servants of the European Union, laid down in Council Regulation (EEC, Euratom, ECSC) No 259/68 of 29 February 1968[1], and in accordance with Article 10 of the F4E Statutes, the Swiss nationals with full citizen's rights may be appointed by the Director of F4E as F4E's staff.

[1] Regulation (EEC, Euratom, ECSC) No 259/68 of the Council of 29 February 1968 laying down the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Communities and instituting special measures temporarily applicable to officials of the Commission (OJ EU L 56, 4.3.1968, p. 1).

2. Switzerland shall have voting rights in the Governing Board of F4E and shall make annual membership contribution to F4E in accordance with Annex II to the F4E Statutes.

3. Subject to the provisions of this Agreement, and in particular of Article 4, Swiss entities may participate in all the activities of F4E under the same conditions as those applicable to Euratom legal entities.

4. Representatives of Switzerland shall participate in the meetings of F4E in accordance with the F4E Statutes.

5. Switzerland shall apply the Protocol (No 7) on the Privileges and Immunities of the European Union annexed to the TFEU to F4E, its Director and staff in connection with their activities pursuant to Council Decision 2007/198/Euratom, with the following modalities:

(a) extension of application to Switzerland;

wherever the Protocol on the Privileges and Immunities of the European Union contains references to Member States, the references shall be understood to apply equally to Switzerland, unless the following provisions determine otherwise;

(b) exemption of F4E from indirect taxation (including VAT):

(i) goods and services exported from Switzerland shall not be subject to Swiss value added tax (VAT); in the case of goods and services provided to F4E in Switzerland for its official use, in accordance with Article 3, second subparagraph, of the Protocol on the Privileges and Immunities of the European Union, exemption from VAT shall be granted by way of refund; exemption from VAT shall be granted if the actual purchase price of the goods and services mentioned in the invoice or equivalent document totals at least 100 CHF (inclusive of tax);

(ii) the VAT refund shall be granted on presentation to the Federal Tax Administration's VAT Main Division of the Swiss forms provided for that purpose; as a rule, refund applications shall be processed within three months following the date on which they were lodged together with the necessary supporting documents;

(c) procedure for the application of the rules relating to the European Joint Undertaking for ITER's staff:

(i) as regards Article 12, second subparagraph, of the Protocol on the Privileges and Immunities of the European Union, Switzerland shall exempt, according to the principles of its national law, officials and other servants of F4E within the meaning of Article 2 of Regulation (Euratom, ECSC, EEC) No 549/69[1] from federal, cantonal and communal taxes on salaries, wages and emoluments paid to them by the Union and subject to an internal tax for its own benefit;

[1] Regulation (EURATOM, ECSC, EEC) No 549/69 of the Council of 25 March 1969 determining the categories of officials and other servants of the European Communities to whom the provisions of Article 12, the second paragraph of Article 13 and Article 14 of the Protocol (No 7) on the Privileges and Immunities of the European Union annexed to the TFEU apply.

(ii) Switzerland shall not be considered to be a Member State within the meaning of letter a) for the application of Article 13 of the Protocol on the Privileges and Immunities of the European Union;

(iii) Officials and other servants of F4E and members of their families who are members of the social insurance system applicable to officials and other servants of the Union shall not be obliged to be members of the Swiss social security system;

(iv) the Court of Justice of the European Union shall have exclusive jurisdiction in any matters concerning relations between F4E or the European Commission and its staff with regard to the application of Regulation (EEC, Euratom, ECSC) No 259/68 and the other provisions of Union law laying down working conditions.

6. Switzerland shall also confer all the advantages provided for in Annex III to the Treaty establishing the European Atomic Energy Community on F4E within the scope of its official activities.

ARTICLE 4

Financial controls

1. F4E and European Commission officials and other persons mandated by F4E and the European Commission shall have appropriate access, including in electronic form, to sites, works and documents and to all the information required in order to carry out reviews and audits as well as measures protecting the financial interests of the Union in accordance with Articles 11 and 12 of this Agreement. That right of access shall be stated explicitly in the contracts or agreements concluded to implement the instruments referred to in this Protocol.

2. The competent Swiss authorities shall inform F4E and the European Commission without delay of any fact or suspicion which has come to their notice relating to an irregularity in connection with the conclusion and implementation of the contracts or agreements concluded in application of the instruments referred to in this Protocol.

3. Without prejudice to the application of Swiss criminal law, administrative measures and penalties may be imposed by F4E or the European Commission in accordance with the Financial Regulation and with Council Regulation (EC, Euratom) No 2988/95[1].

4. Decisions taken by F4E or the European Commission within the scope of this Protocol which impose a pecuniary obligation on persons other than States shall be enforceable in Switzerland.

[1] Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ EU L 312, 23.12.1995, p. 1).

5. The order for the enforcement of a decision under the previous paragraph shall be issued in accordance with Article 14 in this Agreement. F4E or the European Commission shall be informed by the authority designated by the Swiss Government.

ARTICLE 5

Financial conditions

1. Article 8 of this Agreement shall not apply to this Protocol.

2. By derogation from Article 7(7) of this Agreement, the contribution key to be applied in years 2026 and 2027 for the calculation of the operational contribution for the participation in F4E shall be 95,4 % of the contribution key defined in Article 7(6) of this Agreement.

ARTICLE 6

Applicability of the ITER Agreement, the Agreement
on the Privileges and Immunities of ITER,
and the Broader Approach Agreement to the territory of Switzerland

1. The Contracting Parties agree that:

(a) the ITER Agreement shall apply to the territory of Switzerland, and for the purposes of the application of this Article, this Protocol shall be considered to be a relevant agreement for the purposes of Article 21 of that Agreement;

(b) the Agreement on the Privileges and Immunities of ITER shall apply to the territory of Switzerland, and for the purposes of the application of this Article, this Protocol shall be considered to be a relevant agreement for the purposes of Article 24 of that Agreement; and

(c) the Broader Approach Agreement shall apply to the territory of Switzerland, in particular the privileges and immunities under Articles 13 and 14(5) of that Agreement, and for the purposes of the application of this Article, this Protocol shall be considered to be a relevant agreement for the purposes of Article 26 of that Agreement.

2. Swiss nationals with full citizen's rights shall be eligible on the same conditions as those for nationals from Member States to be:

(a) nominated by Euratom as representatives to the Council of the ITER International Fusion Energy Organization (Article 6(1) of the ITER Agreement);

(b) nominated by the Council of the ITER International Fusion Energy Organization as senior staff (Article 6(7), point (d), of the ITER Agreement);

(c) personnel seconded by Euratom to the ITER International Fusion Energy Organization (Article 7(2) of the ITER Agreement);

(d) employed directly by the ITER International Fusion Energy Organization through an appointment by its Director-General (Article 7(2) and (4), point (b), of the ITER Agreement);

(e) nominated by Euratom as representatives to the Steering Committee on the Broader Approach Activities and to the Project Committees of the Broader Approach Activities (Articles 3 and 5 of the Broader Approach Agreement);

(f) nominated by the Steering Committee as staff of the Secretariat (Article 4 of the Broader Approach Agreement);

(g) seconded by Euratom to the Broader Approach Activities, i.e. as member of the project teams or as project leader (Article 6 of the Broader Approach Agreement).

3. Switzerland shall be informed by Euratom, in writing, if the ITER Programme, the ITER Agreement, the Broader Approach Agreement or the Agreement on the Privileges and Immunities of ITER are to be amended.

ARTICLE 7

Reciprocity

Legal entities established in the Union may participate in programmes, projects, actions, activities, other measures, or parts thereof, of Switzerland equivalent to those of ITER Organization, F4E or Broader Approach, in accordance with Switzerland's regulations. The non-exhaustive list of the equivalent programmes, projects, actions, activities, other measures, or parts thereof, of Switzerland is provided for in Annex I to this Protocol.

Funding of legal entities established in the Union by Switzerland shall be subject to Switzerland's regulations governing the operation of research and innovation programmes, projects, actions, activities, other measures, or parts thereof. Where funding is not provided, legal entities established in the Union may participate with their own means.

ARTICLE 8

Final provisions

This Protocol shall remain in force for as long as is necessary for all the projects, actions, activities, or parts thereof financed from the Union programme listed in Article 1 of this Protocol, all the actions necessary to protect the financial interests of the Union and all the financial obligations stemming from the implementation of this Protocol between the Contracting Parties to be completed.

ANNEX I

List of the equivalent programmes, projects,
actions and activities, or parts thereof, of Switzerland

The following non-exhaustive list shall be regarded as Switzerland's programmes, projects, actions and activities, or parts thereof, equivalent to ITER:

[…]

PROTOCOL III

PARTICIPATION IN THE EU4HEALTH PROGRAMME

ARTICLE 1

Scope of the association

1. Switzerland shall participate as an associated country in and contribute to specific parts of the EU4Health Programme established by Regulation (EU) 2021/522 of the European Parliament and the Council of 24 March 2021 establishing a Programme for the Union's action in the field of health ("EU4Health Programme") for the period 2021-2027 and repealing Regulation (EU) No 282/2014[1], in its most up-to-date version.

2. The specific parts of the EU4Health Programme in which Switzerland shall participate and to which it shall contribute relate to crisis preparedness, as covered by the Agreement on Health.

ARTICLE 2

Duration of Switzerland's participation

1. Switzerland shall participate in the EU4Health Programme from 1 January of the year following the entry into force of the Agreement on Health, for the remaining duration of the EU4Health Programme or until the end of the MFF 2021-2027, whichever is shorter.

[1] OJ EU L 107, 26.3.2021, p. 1, ELI: http://data.europa.eu/eli/reg/2021/522/oj.

2. Switzerland or Swiss entities shall be eligible under the conditions laid down in Article 4 of this Agreement, with regard to Union award procedures, which implement the budgetary commitments of the programmes and activities, or parts thereof, of the EU4Health Programme within the time limits set out in paragraph 1 of this Article. Switzerland or Swiss entities shall not be eligible for Union funding under Union award procedures which implement budgetary commitments for any of the years in the MFF 2021-2027 before the start of the participation in the EU4Health Programme, in accordance with paragraph 1, without prejudice to the applicable eligibility rules for entities of non-associated countries laid down in the basic act or other rules pertaining to the implementation of the relevant Union programme or activity.

ARTICLE 3

Specific terms and conditions of participation in the EU4Health Programme

1. Switzerland shall participate in the EU4Health Programme in accordance with the conditions laid down in this Agreement and in the legal act referred to in Article 1 of this Protocol, as well as in any other rules pertaining to the implementation of the EU4Health Programme, in its most up-to-date version.

2. Unless otherwise provided for in the terms and conditions referred to in paragraph 1 of this Article, legal entities established in Switzerland may participate in actions of the EU4Health Programme under conditions equivalent to those applicable to legal entities established in the Union, including the respect of Union restrictive measures.

3. English shall be used for the procedures related to requests, contracts and reports, as well as for other administrative aspects of the EU4Health Programme.

ARTICLE 4

Financial conditions

Article 8 of this Agreement shall not apply to this Protocol.

ARTICLE 5

Final provisions

This Protocol shall remain in force for as long as is necessary for all the projects, actions, activities, or parts thereof financed from the Union Programme referred to in Article 1 of this Protocol, all the actions necessary to protect the financial interests of the Union and all the financial obligations stemming from the implementation of this Protocol between the Contracting Parties to be completed.