

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE SWISS CONFEDERATION
FOR THE ENFORCEMENT OF MAINTENANCE (SUPPORT) OBLIGATIONS

The Government of the United States of America

and

the Government of the Swiss Confederation (hereinafter referred to as Switzerland)

(hereinafter referred to as the Parties),

Resolved to establish a uniform and effective framework for the enforcement of maintenance obligations and the recognition of maintenance decisions, and

In accordance with procedures for the conclusion of executive agreements and authorized by the United States Congress in section 459A of the Social Security Act, Title 42, United States Code, section 659A,

Have agreed as follows:

Article 1

Objective

1. Subject to the provisions of this Agreement, the Parties hereby seek to provide for:

a. the recovery of maintenance or the reimbursement of maintenance to which a maintenance creditor or a public body having provided benefits for a maintenance creditor residing in one State Party (hereinafter referred to as the claimant) is entitled from a maintenance debtor who is residing in the other State Party (hereinafter referred to as the respondent), and

b. the recognition and enforcement of maintenance orders, reimbursement orders and settlements (hereinafter referred to as maintenance decisions) made or recognized within the jurisdiction of either Party.

2. Establishment of decisions will, to the extent possible, be done in the State Party where the creditor resides.

Article 2

Scope

1. This Agreement shall apply to child or spousal maintenance obligations, including a maintenance obligation towards a child born out of wedlock. However, a maintenance obligation towards a spouse or former spouse where there is no request for maintenance for children will be enforced on the basis of reciprocity between Switzerland and the individual states and other jurisdictions of the United States.
2. This Agreement applies to the collection of payment arrears on a valid maintenance obligation and any applicable interest on arrears and to the modification or other official change in amounts due under an existing maintenance decision.
3. The remedies provided for in this Agreement are not exclusive and do not affect the availability of any other remedies for the enforcement of a valid maintenance obligation.

Article 3

Central Authorities

1. The Parties shall each designate a body as Central Authority which shall facilitate compliance with the provisions of this Agreement.
2. The Central Authority for Switzerland shall be the Federal Office of Justice, Private International Law Section.
3. The Central Authority for the United States of America shall be the Office of Child Support Enforcement in the Department of Health and Human Services, as authorized by Title IV-D of the Social Security Act.
4. The Parties may designate additional public bodies to carry out any of the provisions of this Agreement in co-ordination with the Central Authority.

5. Any changes in the designation of the Central Authority or other public bodies by one Party shall be communicated promptly to the Central Authority of the other Party.

6. Communications shall be addressed by the Central Authority or other public body of one Party directly to the Central Authority or other responsible public body of the other Party as designated by that Party.

Article 4

Applications and Transmission of Documents and Judicial Assistance

1. An application for the recovery or reimbursement or recognition and enforcement of maintenance from a respondent residing in one of the States Parties (hereinafter the Requested Party) shall be made by the Central Authority or other designated public body of the other Party (hereinafter the Requesting Party), in conformity with the applicable procedures of both the Requesting and Requested Parties.

2. The application shall be made on a standard form in English and German, French, or Italian, depending on the official language of the Swiss Canton concerned, to be agreed upon by the Central Authorities of both Parties, and shall be accompanied by all relevant documents. All documents shall be translated into the language of the Requested Party. For requests to Switzerland, this is the official language of the Canton where the request is to be executed. Switzerland shall draw up a list of the Cantons with their official languages.

3. The Central Authority or other designated public body of the Requesting Party shall transmit the documents referred to in paragraphs 2 and 5 of this Article to the Central Authority or other designated public body of the Requested Party.

4. Before transmitting the documents to the Requested Party, the Central Authority or other designated public body of the Requesting Party shall satisfy itself that they comply with the law of the Requesting Party, the Requested Party and the requirements of this Agreement.

5. When the application is based on, or the documents include, a decision issued by a competent court or agency:

a. the Central Authority or other designated public body of the Requesting Party shall transmit a copy of the decision certified or verified in accordance with the requirements of the Requested Party;

b. the decision shall be accompanied by a statement of finality or, if not final, a statement of enforceability and by evidence that the respondent has appeared in the proceedings or has been given notice and an opportunity to appear;

c. the Central Authority or other designated public body of the Requesting Party shall notify the Central Authority or other designated public body of the Requested Party of any subsequent change by operation of law in the amount required to be enforced under the decision.

6. In carrying out their tasks under this Agreement, the Parties shall provide each other assistance and information within the limits of their respective laws, and consistent with any treaties related to judicial assistance in force between the Parties.

7. All documents transmitted under this Agreement shall be exempt from legalization.

Article 5

Functions of the Central Authority of the Requested Party

The Central Authority or other designated public body of the Requested Party shall take on behalf of the claimant all appropriate steps for the recovery, reimbursement or enforcement of maintenance, including locating the respondent, instituting and prosecuting proceedings for maintenance, determining parentage where necessary, executing any judicial or administrative decision and collecting and distributing payments collected.

Article 6

Cost of services

Each Central Authority shall bear its own costs, without costs to the claimant. Enforcement of a decision issued by a competent court or agency and all other procedures described in this Agreement and necessary legal and administrative assistance shall be provided by the Requested Party without cost to the claimant. However, Switzerland, when executing requests for the establishment of parentage and child or spousal maintenance, may assess the costs for court procedures, including blood or tissue tests, against the losing party who does not meet the means test for the provision of legal aid. A Party may assess costs in any proceeding against the respondent appearing in that Party's jurisdiction.

Article 7

Recognition and enforcement of maintenance decisions

1. Maintenance decisions, including maintenance decisions arising from a determination of parentage; from the Requesting Party shall be recognized and enforced in the Requested Party to the extent that the facts in the case support recognition and enforcement under the applicable laws and procedures of the Requested Party.
2. Maintenance decisions made after the failure of the respondent to appear shall be considered as decisions under paragraph 1 if it is demonstrated that notice had been given and the opportunity to be heard had been satisfied in a way to satisfy the standards of the Requested Party.

Article 8

Applicable Law

1. All actions and proceedings under this Agreement by either Party shall be carried out pursuant to the law including choice of law provisions and procedures of that Party.

2. The physical presence of the child or custodial parent shall not be mandatory in proceedings under this Agreement.

Article 9

Territorial Application

For the United States of America, this Agreement shall apply to the fifty states, the District of Columbia, Guam, Puerto Rico, the United States Virgin Islands, and any other jurisdiction of the United States participating in Title IV-D of the Social Security Act.

Article 10

Entry into force

1. This Agreement shall enter into force 30 calendar days after both Parties have signed.
2. This Agreement shall apply to any outstanding maintenance decision, or payment accrued under such decision, regardless of the date of that decision.

Article 11

Termination

1. Either Party may terminate this Agreement by notification in writing addressed to the other Party through the diplomatic channel.
2. The termination shall take effect on the first day of the first month following the receipt of the notification.
3. In the event that either Party's domestic legal authority to carry out its obligations under this Agreement ceases, in whole or in part, either Party may suspend application of this Agreement, or with the agreement of the other Party, any part of this Agreement, after timely notification addressed to the other Party in writing. In that event, the Parties will seek, to the fullest

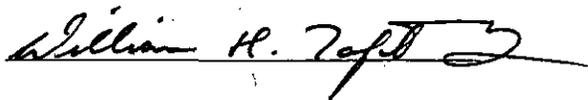
extent practicable in accordance with domestic law, to minimize unfavorable effects on the continuing recognition and enforcement of maintenance obligations covered by this Agreement; in particular, they shall seek to ensure that pending cases are resolved.

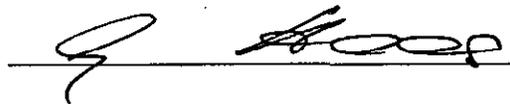
IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Agreement.

Done at Washington, in duplicate, in the English and French languages, both of which are equally authentic, on this 31st day of August, 2004.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE
SWISS CONFEDERATION:

Handwritten signature of William H. Taft II in cursive script, written over a horizontal line.

Handwritten signature of a Swiss official in cursive script, written over a horizontal line.