



General terms of use of the national COVID certificate application platform

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1. Subject and scope

1.1. These general terms of use (referred to below as GTU) govern the relationship between applicants and the Federal Office of Public Health (referred to below as FOPH) when using the national application platform (referred to below as NAP) to apply for the following COVID certificates:

- *COVID vaccination certificate*: For people who have been fully vaccinated abroad with a vaccine recognised by Swissmedic or the European Medicines Agency (hereinafter "EMA").
- *COVID recovery certificate*: For people who have recovered from an infection with Sars-CoV-2 abroad that can be proven with a positive molecular biological analysis as well as an officially confirmed lifting of segregation or recovery.
- For people who have recovered from an infection with Sars-CoV-2 in Switzerland that can be proven with a positive molecular biological analysis.
- For people who have recovered from an infection with Sars-CoV-2 that has been proven with an authorised Sars-CoV-2 rapid test for professional use or with a laboratory-based immunological analysis for Sars-CoV-2 antigens, provided the sample was taken in Switzerland after 1 October 2021.

1.2. Only the following groups are entitled to make an application for vaccinations received or recovery from COVID-19 abroad*:

- Swiss nationals
- Foreigners with short-term residence, residence, permanent residence or cross-border commuter permit;
- Provisionally admitted foreigners;
- Persons in need of protection;
- Asylum seekers with an identity card or confirmation;
- Diplomatic staff and their relatives.

1.3. Mandatory statutory provisions of public law enacted by the Confederation and the cantons take precedence over these GTU in all cases.

1.4. Additionally, the provisions of the data privacy notice relating to all pages on Federal Administration

websites apply
(<https://www.admin.ch/gov/en/start/terms-and-conditions.html>).

2. Principles

2.1. The NAP is operated by the Federal Office of Information Technology, Systems and Telecommunications (FOITT) on behalf of the FOPH.

2.2. The processing and handling of an application for a COVID certificate submitted through the NAP is always the responsibility of a specific canton or an office designated by the canton for this purpose. The NAP assigns a submitted application to a cantonal office as follows:

- *Application for a Covid 19 certificate for a person resident or habitually resident in Switzerland*: To the canton of the primary or habitual residence.
- *Application for a COVID-19 certificate for a Swiss citizen living abroad*:
 - To the canton in which the person most recently resided; or
 - if the applicant has never lived in Switzerland: to the canton in which their place of origin is located.

3. Application and submitted documents

3.1. The applicant undertakes to make only truthful statements and to submit only genuine documents.

3.2. If there is any doubt about the authenticity of the submitted documents, the issuer may reject the application.

4. Data protection

The Confederation, and the FOPH and FOITT, are entitled to process the personal data they need to fulfil their tasks. Data are handled confidentially and made available solely to selected service providers (see no. 2.2), but only to the extent required for the service to be provided.

5. Liability

5.1. The Confederation is not liable for direct or indirect damage incurred as a result of using the NAP. In particular, the Confederation accepts no liability for delays in receiving or failure to receive the COVID certificate.

5.2. If errors in certificates need to be corrected, the applicant is obliged to contact the cantonal office that issued the certificate (see no. 2.2). The same applies

* See Art. 7 para 1 let. b of the COVID-19 Certificates Ordinance of 4 June 2021, CC 818.102.2

in cases in which the applicant has received the certificate late or not at all.

6. Partial invalidity

Should one or more of these provisions prove to be invalid, incomplete or ineffective, this shall not affect the binding nature of the remaining provisions. In this case, the provision concerned shall be replaced by an effective provision that comes as close as possible to the economic intention of the invalid provision. The same applies to any omissions in the contract.

7. Modification of the GTU

The FOPH may modify the GTU at any time. Should differences arise, the version valid at the time the application was submitted shall apply.

8. Applicable law

8.1. Swiss law is applicable exclusively.

8.2. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Sales Convention) do not apply.

9. Authoritative version

The GTU are issued in English, French, German and Italian. In the event of contradictions or lack of clarity, the German version is the authoritative version.

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Bern, 4 May 2022