

Translation from Finnish

AGREEMENT

by and between the Government of the Finnish Republic and the Government of the Russian Federation about Cooperation to Avert Disasters and to Prevent Their Consequences

The Government of the Finnish Republic and the Government of the Russian Federation, hereinafter referred to as the contracting parties,

aware of the risk of industrial accidents and natural catastrophes to both countries,

considering the benefit that may be derived to the contracting parties from an exchange of scientific and technical information about averting disasters and preventing their consequences,

finding it necessary that both contracting parties be informed as quickly as possible of such disasters that have adverse effects which reach across the state borders,

understanding the need to coordinate the actions of the contracting parties in the event of disasters where the consequences cannot be prevented by the efforts of one contracting party alone,

have agreed as follows:

Article 1

Definitions

The terms applied in this Agreement are interpreted as follows:

a disaster is understood to be an industrial accident, an explosion, a fire, a cave-in, an earthquake, a flood, or another comparable event or natural catastrophe, which causes or may cause injury or damage to people, property or the environment;

the assistance requesting contracting party is the Government that makes the other contracting party a request to send relief teams, necessary equipment and relief supplies;

the assistance giving contracting party is the Government that fulfils the other contracting party's request for relief teams, necessary equipment and relief supplies;

relief teams are organized groups of experts set up by the assistance giving contracting party, also military personnel and other groups, meant for assistance and provided with required equipment;

equipment refers to the relief teams' vehicles and other materials, as well as to the tools needed for assistance;

relief supplies are supplies distributed to the people who have suffered from the disaster;

rescue operations are measures taken after the disaster to prevent an aggravation of the situation and to keep the damages as small as possible;

the competent authorities of the contracting parties are the Finnish Ministry of the Interior and the Russian Ministry in charge of civil defence, disaster situations and prevention of the consequences of natural catastrophes in the Russian Federation;

the competent regional and local authorities are the municipalities, federations of municipalities and consolidated local government areas, provincial administrative boards and pertinent state authorities in the district administrations in the Finnish provinces of Lapland, Oulu, Northern Karelia and Kymi, and the Governments of the Republic of Karelia and St. Petersburg, as well as the regional administrations of Leningrad and Murmansk in Russia.

Article 2

Scope of Application

The Agreement shall be applied to cooperation in the following sectors:

development of such actions and methods that increase the contracting parties' possibilities of averting disasters, notifying thereof and preventing their consequences;

notification of disasters that have adverse effects across the state border; mutual assistance to prevent the consequences of disasters.

Article 3

Forms of Cooperation

Cooperation under this Agreement comprises any activity to avert disasters, to notify thereof and to prevent their consequences, and which the competent authorities referred to in this Agreement may agree about, including exchange of experts and investigators, exchange of information, organization of joint conferences, seminars, research projects and demonstrations, as well as development of communications between the authorities of the contracting parties.

The cooperation shall take place in accordance with the contracting parties' state legislation and regulations, and within the available appropriations.

Article 4

Duties of the Contracting Parties' Competent Authorities

The competent authorities of the contracting parties shall agree about the arrangements for the implementation of the provisions of this Agreement.

The representatives of the competent authorities shall meet, when necessary, to plan and coordinate cooperation, and to evaluate its implementation.

Each contracting party shall notify, without delay, the other contracting party if the competent authority is changed.

Article 5

Duties of the Regional and Local Competent Authorities

The regional and local competent authorities in the neighbouring areas in each country may agree, under their state legislation and within their competence and available funds, about the implementation of the cooperation referred to in this Agreement.

These authorities shall themselves be responsible for the obligations under such commitments.

Each contracting party shall notify, without delay, the other contracting party of any change in the regional and local competent authorities.

Article 6

Notification of Disasters

The contracting parties shall notify one another, without delay and using the stipulated channels, of such disasters in their respective areas that have or may have detrimental consequences in the other contracting party's territory.

The notification shall contain information on the nature of the disaster and its scene, as well as on the measures which have been taken or shall be taken in and outside the disaster area, and on other relevant circumstances. This information shall also be supplied on the development of the situation.

Article 7

Communication Channels

The competent authorities of the contracting parties shall inform one another the channels that are used to transmit and receive the notifications and information referred to in Article 6 of this Agreement. These channels shall be disposable at all times.

The competent authorities of the contracting parties shall immediately inform one another of any change in the information on the communication channels.

Article 8

Assistance

The contracting parties may give, at the request of the other contracting party, in the event of a disaster or when there is an imminent danger of a disaster, necessary assistance to the extent possible and in accordance with the provisions of this Agreement, to prevent or to limit any damage to people, property or the environment.

The assistance requesting contracting party shall specify what sort of assistance is required and in what extent, as well as give, as far as possible, the other contracting party information that this party may need to decide the extent in which they may meet the request.

The contracting party, who is requested to give assistance, shall, without delay, decide and notify the assistance requesting contracting party whether they can give the requested assistance as well as the extent and terms of this assistance. The assistance shall be given without delay.

Article 9

Equipment and Maintenance of the Relief Teams

The relief teams shall have sufficient equipment for independent operation in the disaster area. The assistance requesting contracting party shall provide, if necessary, the relief teams with more equipment and relief supplies, as well as give the maintenance and services needed by the teams.

Proper medical care shall also be given to the relief teams as needed.

Article 10

Direction of Rescue Operations

Rescue operations shall be directed by the contracting party's competent authority, or by the regional and local competent authorities in whose area the operations are carried out.

The relief teams shall be available under the direction of their own officers, operating in the assistance requesting contracting party's territory in accordance with the regulations effective in their own country.

Article 11

Crossing of the Border by the Relief Teams; Import and Export of Equipment and Relief Supplies

Each contracting party shall ensure to the other contracting party's relief teams fast and simple border and customs inspection at the crossing of the state border.

The contracting parties shall exempt the equipment and relief supplies of the relief teams, coming into their territory for rescue operations, from all customs duties, import duties and other dues.

After the termination of the rescue operations, the assistance giving contracting party shall remove all of their relief teams' equipment from the assistance requesting party's territory, with the exception of destroyed or lost equipment. This equipment shall be exempt from export duties, import duties, and other dues. All the relief supplies shall be distributed to the assistance requesting party's suffering people, or surrendered to their competent authority.

If military personnel, state-owned vessels, state-owned aircraft and military vehicles, requiring a special entry and exit permit, are taking part in the rescue operations, the assistance requesting contracting party's competent authority shall obtain such a permit. The state border cannot be crossed before the permit is issued.

The customs and inspection procedures followed by the two contracting parties' customs officers and border guards at the crossing of the border by the relief teams, as well as their equipment and relief supplies for

rescue operations, are agreed in the Appendix to this Agreement. This Appendix is an integral part of the Agreement.

Article 12

Compensation of Costs

The assistance requesting contracting party shall compensate the assistance giving contracting party for the costs caused by the assistance, including the expenses of medical care, unless agreed differently by the contracting parties in view of the nature and proportions of the disaster.

The assistance requesting contracting party may cancel their request for assistance at any time. In that case the assistance giving party is entitled to compensation for the costs caused to them.

If not agreed differently between the contracting parties, the costs shall be compensated immediately after the assistance giving contracting party has demanded this of the assistance requesting party.

Article 13

Liability for Damages

Both contracting parties waive all demands for compensation-from the other contracting party on account of a death or a bodily' injury, or for other damages caused to the health of their experts or other personnel, or to their personal property, if these events have taken place while carrying out duties relating to the implementation of this Agreement. The assistance giving contracting party shall take out insurance, according to the regulations effective in their country, for their personnel taking part in the assistance operation. The insurance costs are included in the general costs for the assistance and the assistance requesting contracting party shall pay them as provided for in this Agreement.

If a member of the assistance giving party's relief team, while carrying out duties relating to the implementation of this Agreement, should cause damage to a third party in the territory of the assistance requesting state, the assistance requesting contracting party shall pay the damages under the legislative provisions that would be applied if the damage had been caused by their own relief troops

The assistance requesting contracting party shall have the right of recourse to file a lawsuit for any compensation, paid under this article, against a member of the relief team who has caused the damage intentionally or by gross negligence.

The contracting parties' competent authorities shall exchange pertinent information about the situation in which the damage referred to in this article took place.

Article 14

Use of Information

Information received in connection with the implementation of this Agreement may be used without restriction, unless agreed differently by the parties.

Article 15

Relation to Other International Treaties and Engagements

This Agreement shall have no effect on either contracting party's rights or obligations under other bilateral or multilateral treaties or conventions.

Article 16

Settlement of Disputes

Any disputes arising from the interpretation and application of this Agreement that cannot be settled through negotiations by the competent authorities, shall be settled through diplomatic channels.

If the contracting parties fail to reach an agreement through diplomatic channels, the dispute shall be submitted, on the request of either contracting party, to a court of arbitration.

The court of arbitration shall consist of three members. Each contracting party shall appoint one member and these two shall mutually agree and elect the chairman of the court of arbitration. The chairman of the court of arbitration shall not be a citizen of either contracting party.

The contracting parties shall appoint the members of the court of arbitration within two months of the notice given by either contracting party to the other party of their intention to refer the dispute to a court of arbitration. The appointed members of the court of arbitration shall elect the chairman within a month of the designation of the last appointed member.

If the arbitrators appointed by the contracting parties fail to reach an agreement of the chairman within two months, the appointment shall be made by the chairman of the International Court of Justice on the request of the contracting party who has submitted the matter to the court of arbitration.

The court of arbitration shall give their award following as a guideline the provisions of this Agreement and other applicable norms of international law. The court of arbitration shall decide their own procedure. The arbitral award shall be binding on both parties.

Each contracting party shall bear the costs of their own arbitrator as well as the costs caused by the hearing of the matter by the court of arbitration. The chairman's costs and other expenses shall be shared equally by the contracting parties. The court of arbitration may also decide on a different cost distribution.

Article 17

Final Provisions

This Agreement shall take effect after 30 days have passed since the last notification that the national requirements for the coming into force of this Agreement have been fulfilled.

The validity of this Agreement shall expire 12 months after a notification in writing by either contracting party to the other party of their intention to terminate the Agreement.

Executed in Helsinki on 9 August 1994 in duplicate, in Finnish and Russian, and both documents are equally probative.

On behalf of the Government
of the Finnish Republic
signature

On behalf of the Government
of the Russian Federation
signature

Appendix

Provisions on the import of relief supplies and equipment:

1. Relief teams may only bring into the, country, freely and exempt from duty, such equipment that is intended for rescue operations, as well as personal belongings.

It is then not permitted to bring into the country equipment or materials, the import of which into the country is forbidden, except if specially agreed case by case.
2. A complete list, signed by the team leader, of the relief team's equipment and relief supplies shall be submitted to the customs authorities.
3. If the medical first-aid kits, carried by the relief teams, include medical preparations which contain narcotics, the leaders of the relief teams shall report these to the customs officials who shall allow their free entry into the country. Such preparations may only be used by the competent medical staff of the assistance giving contracting party in accordance with the legislation of the assistance giving contracting party.
4. At the termination of the rescue operations, the remaining preparations which contain narcotics shall be taken out of the country and a consumption report, signed by the team leader and the doctor, shall be submitted to the customs; this report shall specify the consumption of the preparations and it must be certified by a representative of the assistance requesting party's competent authority.
5. If for some reason it is not possible or expedient to take out of the country equipment, brought into the country temporarily for rescue operations, this equipment shall be surrendered to the assistance requesting contracting party's competent authority on the mutually agreed terms and conditions. No payment is collected in this situation from the assistance giving contracting party.