



AGREEMENT
among the Governments of the Participating States of the Black Sea Economic Cooperation (BSEC) on collaboration in Emergency Assistance and Emergency Response to natural and man-made Disasters

The Governments - parties to the present Agreement, hereinafter referred to as Parties, taking into account the probability of emergencies, which the Parties cannot eliminate by their own forces and facilities, and also the demand caused by this fact for coordinated actions of Parties aimed at emergency prevention and response; desiring to further extend the developed regional cooperation to cover the assistance in case of emergencies and displaying joint efforts to provide coordinated assistance to the affected population; supporting the UN effort in the field of international emergency assistance, respecting and acknowledging the generally recognised regulations and rules existing in the framework of various international, regional and subregional organizations, the relevant international conventions and agreements, as well as aiming to contribute to the elaboration of appropriate national legislation; encouraging further cooperation in the field of international emergency assistance on the basis of the initiatives taken by the First Black Sea Red Cross and Red Crescent Societies Conference (1997); having expressed their support of the idea of creation of an International Black Sea Rescue Center using the experience accumulated by the BSEC countries and other similar International Centers; Have agreed on the following:

Article 1
The application sphere

1. The present Agreement establishes principles and frameworks of the co-ordinated activities of the Parties in case of natural and man-made disasters.
2. The present Agreement shall be applied in case of natural and man-made disasters, which cannot be eliminated by the Parties' own forces.

Article 2
Definitions

For the purposes of the present Agreement, the following expressions shall have the meanings hereunder assigned to them:

"Assistance" - goods, materials, personnel and services, provided by the Assisting Parties to meet the needs of the Requesting Parties;

"Assisting Party" - the Party providing Assistance;

"Assistance team" - group of specialists of the Assisting Party, assigned to provide Assistance and equipped with all the necessary facilities;

"Competent Body" - the agency, appointed by each of the Parties for management and coordination of the activities, connected with the implementation of the present Agreement;

"Disaster" - an event in a definite area that has occurred as a result of an accident, hazardous natural phenomena, catastrophe, natural or man-made, which may or have caused significant physical, social, economic and cultural damage to human lives or environment;

"Emergency" - a situation, often hazardous, which arises suddenly and calls for prompt action;

"Emergency area"- the area where an Emergency situation has occurred;

"Emergency response" - search and rescue and other urgent recovery activities, undertaken in case of Emergency aimed at saving life and at protecting the health of people, at minimizing the environmental, cultural and material losses as well as secondary hazardous impact in emergency area;

"Equipment" - materials, technical and transport facilities, munitions of the Assistance team and individual kits of its members;

"Goods of assistance" - material resources allocated for free of charge and taxes-free distribution among the disaster afflicted population;

"Personal data" - all sorts of information on physical persons connected with the certain emergency situation, subject to this Agreement;

"Requesting Party" - the Party applying for Assistance;

"Search and rescue activities" - activities aimed at saving people and at protecting material and cultural values and the environment in the emergency area as those specified by the competent international bodies.

"Transit State"- any State, whose Government is a Party, other than the Requesting Party or Assisting Party, through whose territory, including air space and/or territorial water, the Assistance team, Equipment, and Goods of assistance are transported.

Article 3 Principles

1 The Parties shall cooperate in accordance with the provisions of the present Agreement, as well as recognised international regulations and principles, in order to provide prompt relevant information and assistance in case of natural or man - made Disasters and/or possibility of their occurrence.

2 If a Party needs assistance in case of natural or man-made disasters which has occurred on the territory of its State, this Party can require Assistance from the other Party(s) by forwarding the national appeal. The Assisting Party(s) shall help the Requesting Party by means and measures aimed at preventing and/or eliminating consequences of the Disaster.

3 The Parties shall render one another Assistance according their possibilities. The Assistance shall be of granted at no cost unless otherwise agreed by the Parties.

4 The Requesting Party shall ensure unobstructed receipt and distribution of goods of assistance exclusively among the afflicted population. The Goods of assistance shall be distributed without any discrimination based on race, religion, language, political or other factors.

Article 4 Request for Assistance and information exchange

1 The Parties shall be the bodies authorized to request Assistance in an Emergency.

2 The Assistance shall be provided upon request, wherein the Requesting Party specifies:

–place, time, character and scale of the Disaster, and current state of the Emergency in the afflicted area;

–actions already carried out, specification of the required Assistance, setting the priorities of the requested Disaster relief.

3.The Assisting Party shall immediately make a decision to provide Assistance and inform the Requesting

Party about the possibility, the amount and conditions of its rendering.

4. The information mentioned in item 2 of the present Article is to be updated following the development of the situation.

Article 5 Transit

Upon request from the Requesting Party, the Government of Transit State shall ensure all the necessary support during the passage of Assistance across the territory of this State according to its national legislation, international law and practice.

Article 6 Competent Bodies and the focal points

1. Each Party shall designate (or establish) one or several competent bodies hereinafter referred to as Competent Bodies to coordinate the work related with the implementation of the present Agreement.

2. Without prejudice to other existing bilateral and multilateral agreements, each Party shall nominate or establish one or several competent focal points for notification and provision of Assistance in case of Emergencies.

3. The Parties shall notify each other in written form through the diplomatic channels of designation or any change related to the Competent Body(s), as well as to the focal point(s).

4. Each Party shall ensure continuous functioning of the Competent Body(s) and the focal point(s).

Article 7 Working Group (Committee) on Emergencies

For the implementation of this Agreement the competent national authorities shall appoint their representatives to a relevant common body (Working Group (Committee) on Emergencies) to be set up within the framework of the BSEC.

Article 8 Coordination and management of Assistance in Emergencies

1 The Competent Body of the Requesting Party shall coordinate, manage and supervise the activities of Assistance teams through their leaders.

2 The Requesting Party shall inform team leaders of the Assisting Party on the development of the situation in the Emergency area and at the definite spots of activities and, if necessary, provide these teams with interpreters and means of communication with the Headquarters, which is managing all search and rescue and other urgent activities.

3 The Assistance teams should be self-sufficiently equipped to operate in the Emergency area for at least 72 hours from the moment of their arrival. The Requesting Party shall re-supply these teams with all the necessary goods, upon their request, after this time has expired.

4 The Requesting Party shall ensure security, free-of-charge medical assistance, food and accommodation and also provide the members of the assistance teams with first necessity things in case the members run out of their stock.

Article 9

Border crossing procedure and the rules of stay for the Assistance team

1 The procedure of crossing the state borders of the Requesting Party or Transit State by the members of the Assistance teams shall be determined by their national legislation, international law and the bilateral agreements of the Requesting and/or Transit State.

2 The order of the crossing procedure through the state borders of the Requesting Party by the search-dogs groups and their stay on the territory of the State of the Requesting Party shall be determined pursuant to the quarantine rules, in force on the territory of the State of the Requesting Party in each case.

3 The members of the assistance team are obliged to observe the state laws and rules of the Requesting Party and/or Transit State. At the same time they are under the jurisdiction of the Assisting Party concerning the labor and other relevant legislation. In case these teams include civil defence /protection paramilitary personnel, their stay, as preliminarily agreed upon, and activities will be under the legislation of the Assisting Party regulating the status of such personnel.

4 For the purposes of transportation of Assistance teams, their Equipment and Foods of assistance any suitable vehicles can be used in order to reach the destination as soon as possible. The order of using specified means of transport for providing Assistance shall be determined by the Competent Bodies of the Parties.

Article 10 Export, Import and Transit of the Equipment and Goods of assistance

1 Equipment and Goods of assistance exported and imported for Assistance pursuant to the present Agreement shall be exempt from customs duties, taxes and fees.

2 The customs inspection and control of the Equipment and Goods of Assistance shall be carried out in a simplified manner on priority basis, following the notices given by the Competent Bodies of the Parties, in which a structure of Assistance teams and list of exported or imported Equipment and Goods of assistance are specified.

3 Drugs materials and psychotropic substances may be imported only in quantities necessary for medical Assistance purposes and used only by the qualified medical personnel. In this case the leader of the assistance team shall present to the customs control bodies a declaration listing drugs materials and psychotropic substances and indicating their nomenclature and amount. The relevant authorities of the Requesting Party may control the usage and storage of the materials and substances mentioned above. The drugs and psychotropic substances unutilized during the mission shall be taken out from the territory of State of the Requesting Party. The certificate on utilized drug and psychotropic substances, signed by the leader and the physician of the assistance team and certified by the representative of the Competent Body of the Requesting Party is to be presented to the customs control bodies of the Requesting Party after completion of the mission.

Article 11 Aircraft

1 The transportation of the Assistance teams, Equipment and Goods of assistance may be carried out by aircraft.

2 The Competent Body of the Assisting Party will inform the Competent Body of the Requesting Party on the decision to use aircraft for providing Assistance with the indication of the zone of air dropping, the route of flights, type and call signs of the aircraft, number of crew members, the character of the cargo, time-table of flights and the lists of passengers (personnel, technical staff, journalists, etc.).

3 The flights of aircraft, civil or state, shall be executed pursuant to the International Civil Aviation Organization (ICAO) and the Parties' regulations. For state aircraft diplomatic clearance is also needed.

4 The Assisting Party is exempt from paying the royalties for flying over, landing, parking, taking off and navigating services for the aircraft, which provides emergency assistance, subject to this Agreement.

5 For the flight providing the Emergency Assistance, the reimbursement for fuel and maintenance

services of the aircraft shall be settled separately in each particular case by the authorities of the relevant Parties to this Agreement.

Article 12 Assistance

1. The providing of Assistance shall be carried out according to the principles described in Article 3 of the present Agreement.

Article 13 Reimbursement of expenses for the Emergency Assistance provided on the compensatory basis

1 The Requesting Party may cancel its request for assistance at any time. The Requesting Party shall inform the Assisting Party immediately about its decision and the Assisting Party may claim the reimbursement of expenses which have been incurred up to the moment.

2 The Assisting Party shall provide insurance of the members of the Assistance teams and these expenses shall be included into the total bill for the Assistance.

3 At the end of the operation the Competent Body of the Assisting Party shall immediately inform in writing the Competent Body of the Requesting Party about volume of the assistance rendered.

4 The Competent Body of the Requesting Party shall provide the Competent Body of the Assisting Party with final information on characteristics and causes of the emergency, the form and the total amount of Assistance rendered and the results of the work completed.

Article 14 Reimbursement of the damage

1 The Requesting Party shall cover all the expenses related to injury or death of the members of Assistance teams, which has occurred during the activities related to the implementation of the present Agreement. The Parties concerned shall agree on the sum to be reimbursed.

2 If a member of the Assistance team causes damage to a legal entity or physical person on the territory of the Requesting Party during the activities related to the implementation of the present Agreement, this damage shall be reimbursed by the Requesting Party according to the legal regulations in force, as if such damage caused by its citizens while providing assistance.

3 The damage caused by a member of the Assistance team on purpose or rough negligence shall be reimbursed by the Assisting Party, if the fact of damage was proved by a national court of law of the Requesting Party.

Article 15 Transfer of personal data

The transfer of personal data to other Parties within the framework of the present Agreement shall be carried out according to Annex I which is an integral part of the Agreement.

Article 16 Cooperation with international and national organizations/institutions

On the basis of mutual arrangement the relevant Parties may invite the interested international and national organizations/institutions to join the activities, connected with the implementation of the present Agreement.

Article 17
Signing

The present Agreement is open for signing by any BSEC State.

Article 18
Ratification, acceptance, affirmation , approval or accession

1 The Agreement shall be subject to ratification, acceptance, affirmation, approval or accession. The instruments of ratification, acceptance, affirmation, approval or accession shall be deposited with the Depository of the present Agreement.

2 The Depository of the present Agreement shall be the Government of the Russian Federation which will send to the Parties certified copies of the above.

Article 19
Entry into force and term of validity

1 The present Agreement shall enter into force when instruments of ratification, acceptance, affirmation, approval or accession have been deposited by at least six States and is concluded for an undetermined period of time.

2 For each State which ratifies, accepts, affirms or approves this Agreement or accedes thereto after the deposit of the sixth instrument of ratification, acceptance, affirmation, approval or accession, this Agreement shall enter into force on the day of deposit by this State of its instrument of ratification, acceptance, affirmation, approval or accession.

Article 20
Withdrawal from the Agreement

1 Each Party may withdraw from the present Agreement by giving a written notification to the Depository, which informs the other Parties of this fact.

2 The withdrawal shall be effected on the ninetieth day after the date of receipt of such notice by the Depository.

3 Any Party which wants to retract an earlier withdrawal from the present Agreement shall notify the Depository accordingly in writing. The notification shall be performed not later than thirty days after the application for withdrawal had been submitted.

Article 21
Amendments to the Agreement

1 Any Party may propose amendments to the present Agreement.

2 A proposal for amendments shall be communicated in written form to the Working Group (Committee) on Emergencies, mentioned in Article 7 of the present Agreement, which then informs all the Parties thereof. Further action to be taken in this respect shall be specified by the Working Group (Committee) on Emergencies according to its mandate to be determined by the Parties.

Article 22
Relationship to other international agreements

The present Agreement shall not affect the rights and obligations of the Parties laid down in other international agreements.

Article 23
Settlement of disagreements

In case of disagreement between two or more Parties concerning the interpretation or application of the present Agreement, the Parties concerned shall resolve the disagreement through negotiations and, if necessary, through Diplomatic Channels.

Article 24
Language of the Agreement

The original text of the present Agreement is made out in English.

SIGNED in Sochi, 15 April 1998

In certification of the above, the duly authorised listed below, have signed the present Agreement.

**For the Government
of the Republic of
Azerbaijan**

**For the Government
of the Republic of
Armenia**

**For the Government
of the Hellenic Republic**

**For the Government
of the Republic of
Moldova**

**For the Government
of Romania**

**For the Government of the Republic
of Albania**

**For the Government of the Republic
of Bulgaria**

For the Government of Georgia

**For the Government of the Russian
Federation**

For the Government of Ukraine

Exchanging personal data

The Rules for exchanging personal data in the framework of the present Agreement and under the legislation in the States of the Parties are as follows:

1 Using of data by the receiving Party is allowed under the conditions and for the purposes prescribed by the sending Party.

2 The receiving Party shall inform the sending Party by request therefrom as to how these personal data have been used and of the results thus achieved.

3 The recipient of personal data is the Competent Body only. The personal data reexchanging is possible after a written permission of the sending Party.

4 The sending Party is to transfer correct data, conforming the purposes of its transferring, taking into account the respective national regulations. The receiving Party, after being informed in case incorrect or classified data have been transferred, shall correct the mistakes or destroy the data completely.

5 Any person who suffers injury due to these personal data concerning him, has the right to apply for a certificate on it after presenting the purposes of their utilisation. If public interests override those of the afflicted person, the latter loses the right mentioned above. In any other cases this person has the right to get the certificate in accordance with the national legislation in the State, the territory of which was the place of the request.

6 Should the transfer of information within the framework of the present Agreement cause somebody physical injury or moral damage, the receiving Party shall be held responsible for the same in conformity with its national legislation. In its dealing with the person(s) who have sustained such injury or damage, the receiving Party shall have no right to shirk its responsibility and shift it to the sending Party.

7 The terms of validity of the personal data have to be notified by the sending Party in accordance with its national legislation.

8 Parties are obliged to register outgoing and incoming personal data as official documents.

9 The Parties are obliged to protect personal data, according to their national classification, from unauthorised access, changes and disclosure.