

**No. 33393**

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**FINLAND  
and  
ESTONIA**

**Agreement on cooperation and mutual assistance in cases of  
accidents. Signed at Helsinki on 26 June 1995**

*Authentic texts: Finnish and Estonian.*

*Registered by Finland on 4 December 1996.*

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**FINLANDE  
et  
ESTONIE**

**Accord relatif à la coopération et à l'assistance mutuelle en  
cas d'accidents. Signé à Helsinki le 26 juin 1995**

*Textes authentiques : finnois et estonien.*

*Enregistré par la Finlande le 4 décembre 1996.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE GOVERNMENT OF THE REPUBLIC OF ESTONIA ON COOPERATION AND MUTUAL ASSISTANCE IN CASES OF ACCIDENTS

The Government of the Republic of Finland and the Government of the Republic of Estonia, hereinafter referred to as “the Parties”,

Recognizing the need for ongoing cooperation to combat the effects of accidents occurring in the territories of the Parties or of other States,

Convinced that cooperation in combating accidents is beneficial to both Parties and helps reduce danger to human beings, property and the environment,

Considering this Agreement as a framework agreement for other bilateral agreements in this area,

Have agreed as follows:

*Article 1*

## DEFINITIONS

For the purposes of this Agreement:

“The Party requesting assistance” means the Party which, in accordance with this Agreement, requests that the other Party send relief teams, needed equipment and relief supplies;

“The Party providing assistance” means the Party which, in accordance with this Agreement, complies with a request from the other Party to send relief teams, necessary equipment and relief supplies;

“Relief team” means a group of specialists, including military personnel, sent by the Party providing assistance, and other groups which are intended to provide assistance and which possess the necessary equipment;

“Equipment” means specialized and other vehicles belonging to the relief teams, equipment, supplies and materials necessary for providing assistance, and other objects, including personal items belonging to group members;

“Relief supplies” means food and items of everyday use to be distributed to persons affected by the accident.

*Article 2*

## SCOPE

This Agreement establishes a framework for cooperation between the Parties; such cooperation is intended to prevent or minimize harm to human beings, property or the environment in cases of accidents, and includes:

<sup>1</sup> Came into force on 31 July 1996 by notification, in accordance with article 14.

- (1) Notification of accidents and the risk of accidents;
- (2) Mutual assistance in combating the effects of accidents.

### *Article 3*

#### COMPETENT AUTHORITIES

For the purposes of this Agreement, the competent authorities are the Ministry of the Interior in the Republic of Finland and the Rescue Board in the Republic of Estonia.

The competent authorities shall reach mutual agreement regarding the implementation of the provisions of this Agreement and practical cooperation in their implementation.

The Parties shall notify each other immediately of any change in connection with the competent authorities.

### *Article 4*

#### CONTACT CENTRES

The competent authorities shall exchange information about contact centres, which shall transmit and receive the notifications referred to in article 5. These contact centres must be operational at all times.

The competent authorities shall notify each other immediately of any change in connection with the contact centres.

### *Article 5*

#### NOTIFICATION OF ACCIDENTS

Each Party shall notify the other Party immediately through the contact centres of accidents occurring in its own territory which have or may have a harmful effect on the territory of the other Party.

The notification must contain information about the nature and location of the accident, any assistance measures that have been or will be implemented at the scene of the accident or in its environs, and any other significant circumstances. Notification concerning the development of the situation is also required.

The Parties shall also notify each other as necessary of accidents occurring in other States which have or may have a harmful effect on the territory of either Party.

### *Article 6*

#### PROVISION OF ASSISTANCE

In case of an accident or the risk of an accident, each Party may, at the request of the other Party and in accordance with its own resources and the provisions of this Agreement, provide the assistance necessary to prevent or minimize harm to human beings, property or the environment.

The Party requesting assistance must specify the nature and scope of the assistance which it requires and must, to the extent possible, provide the other Party with the information which the other Party needs in order to determine the scope of the assistance.

The Party from which assistance is requested must immediately determine whether it is able to provide the requested assistance, as well as the scope and conditions of such assistance, and must immediately notify the Party requesting assistance of its decision. Assistance shall be provided immediately.

### *Article 7*

#### EQUIPMENT AND MAINTENANCE

The relief teams must have equipment suitable for independent work at the site of the accident. The Party providing assistance shall agree to provide the relief teams with additional equipment, if necessary, as well as with any necessary maintenance and servicing.

Members of the relief teams shall receive first aid if they require it.

### *Article 8*

#### LEADERSHIP

Rescue operations shall be led by the appropriate authority of the Party in whose territory such operations are being conducted.

The relief team shall work in the territory of the Party requesting assistance under the direction of its leadership and in accordance with guidelines that are in effect in the team's country of origin.

### *Article 9*

#### CROSSING OF STATE BORDERS AND TRANSPORT OF RELIEF SUPPLIES ACROSS STATE BORDERS

Each Party guarantees that, in cases where the other Party's relief teams cross the State border, border and customs formalities shall be completed quickly and without undue complications.

Each Party shall exempt the equipment and relief supplies of relief teams arriving in its territory from all duties, taxes and other payments.

When the rescue operations have been completed, the Party providing assistance must, as soon as possible, remove from the territory of the Party requesting assistance all its equipment except equipment which has been destroyed. The equipment which is being removed shall be exempt from all duties, taxes and other payments. Relief supplies must be distributed in their entirety to persons affected by the accident or handed over to the competent authorities of the Party requesting assistance.

If the relief teams and equipment include military personnel, vessels or aircraft belonging to the State, or military vehicles whose transport into the other Party's territory requires special permission, the appropriate authority of the Party re-

requesting assistance must request such permission. The State border must not be crossed until such permission has been granted.

The customs and border patrol authorities of both Parties shall, if necessary, reach agreement concerning the details of customs and inspection formalities to be completed in connection with the transport of relief teams, their equipment and relief supplies across the State border.

### *Article 10*

#### EXPENDITURES

The Party requesting assistance shall reimburse the Party providing assistance for expenses incurred in the provision of assistance, including medical assistance. The Parties may also agree on other arrangements, depending on the nature and extent of the accident.

The Party requesting assistance may withdraw its request at any time; in such case, the Party providing assistance shall be entitled to reimbursement for the expenses it has incurred.

Unless the Parties agree otherwise, expenses shall be reimbursed as soon as the Party providing assistance has requested such reimbursement.

### *Article 11*

#### COMPENSATION FOR DAMAGES

Each Party agrees not to claim any compensation for damages from the other Party in cases where members of a relief team die or suffer bodily injury or other damage to their health or personal possessions, provided that the incidents occurred in connection with the performance of duties covered under this Agreement. The Party providing assistance shall insure the relief team in accordance with its country's regulations. The cost of insurance shall be included in general expenses related to the provision of assistance, and the Party requesting assistance shall reimburse such expenses according to the provisions of this Agreement.

If, in the course of performing duties under this Agreement, a member of a relief team of the Party providing assistance causes injury to another person in the territory of the Party requesting assistance, the Party requesting assistance shall provide reimbursement for said injury according to the same law that would apply had the injury been caused by an employee of the Party requesting assistance.

The Party requesting assistance has the right to take legal action to demand compensation, for reimbursement of damages suffered by said Party according to the provisions of this article, from a member of a relief team who has caused injury knowingly or through gross negligence.

### *Article 12*

#### SETTLEMENT OF DISPUTES

Disputes arising from the interpretation or application of this Agreement which the competent authorities cannot settle through negotiation shall be settled by the Parties through the diplomatic channel.

If the Parties cannot reach agreement through the diplomatic channel, either Party may submit the dispute to an arbitral tribunal, whose decision shall be final, and both Parties shall be obliged to abide by the tribunal's decision. In so far as matters relating to the arbitral tribunal are concerned, the provisions of the International Court of Justice at The Hague shall be observed.

Each Party shall bear the costs of the member of the arbitral tribunal whom it has appointed as well as the costs arising from that member's handling of the case in the tribunal. The costs of the chairman and other costs shall be borne in equal parts by the two Parties. The tribunal may also decide to allocate the costs on some other basis.

### *Article 13*

#### OTHER AGREEMENTS

This Agreement shall not affect the rights and obligations of either Party under other bilateral or multilateral agreements.

### *Article 14*

#### FINAL PROVISIONS

This Agreement shall enter into force 30 days after the date on which the Parties notify each other in writing that the necessary constitutional procedures for the entry into force of this Agreement have been completed.

This Agreement shall cease to have effect 12 months after the date on which one Party notifies the other Party in writing of its intention to terminate the Agreement.

DONE at Helsinki on 26 June 1995 in duplicate in the Finnish and Estonian languages, both texts being equally authentic.

For the Government  
of the Republic of Finland:

JAN-ERIK ENESTAM

For the Government  
of the Republic of Estonia:

EDGAR SAVISAAR

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