

No. 33392

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**FINLAND  
and  
RUSSIAN FEDERATION**

**Agreement on cooperation for the prevention of disasters  
and on the elimination of the after-effects thereof (with  
annex). Signed at Helsinki on 9 August 1994**

*Authentic texts: Finnish and Russian.*

*Registered by Finland on 4 December 1996.*

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**FINLANDE  
et  
FÉDÉRATION DE RUSSIE**

**Accord de coopération dans le domaine de la prévention des  
catastrophes et de l'élimination de leurs conséquences  
(avec annexe). Signé à Helsinki le 9 août 1994**

*Textes authentiques : finnois et russe.*

*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 RUSSIAN FEDERATION ON COOPERATION FOR THE PREVENTION OF DISASTERS AND THE ELIMINATION OF THE AFTER-EFFECTS THEREOF

The Government of the Republic of Finland and the Government of the Russian Federation, hereinafter referred to as the Contracting Parties,

Aware of the danger posed to both countries by industrial accidents and natural disasters,

Recognizing the potential benefit to both Parties of the exchange of scientific and technical information on the prevention of disasters and the elimination of the after-effects thereof,

Considering it essential that both Parties should receive the earliest possible notification of disasters having a harmful transfrontier impact,

Taking into account the need for coordinated action by the Contracting Parties in the event of disasters, the after-effects of which cannot be eliminated by one side acting alone,

Have agreed as follows:

*Article 1*

## DEFINITIONS

The terms used in this Agreement have the following meanings:

“Disaster” means an industrial accident, explosion, fire, landslide, earthquake, flood or other similar event or natural disaster which causes or may cause injury to people, or damage to property or to the environment;

“Requesting State” means the Government requests the other State to send an emergency team, relevant equipment or supplies;

“Assisting State” means the Government which complies with a request from the other State to send an emergency team, relevant equipment or supplies;

“Emergency teams” means organized teams of specialists from the assisting State, including military personnel and other relief teams, with the relevant equipment and supplies;

“Equipment” means vehicles and other equipment for the use of relief teams, including the means necessary to render assistance;

“Supplies” means materials for distribution among the population affected by the disaster;

<sup>1</sup> Came into force on 7 August 1996 by notification, in accordance with article 17.

“Rescue work” means measures implemented after the disaster has occurred to prevent a deterioration of the situation and to limit the damage;

“Competent organs of the Contracting Parties” means, in Finland, the Ministry of the Interior and, in the Russian Federation, the Ministry of Civil Defence, Emergencies and Natural Disasters;

“Regional and local competent organs” means, in Finland, communes, commune unions and associations of communes, provincial authorities and relevant government authorities in the provinces of Lapland, Oulu, North Karelia and Komi, and, in the Russian Federation, the Government of the Republic of Karelia and St. Petersburg and the administrations of the Leningrad and Murmansk regions.

### *Article 2*

#### SCOPE OF THE AGREEMENT

This Agreement shall be applicable to cooperation in the following fields:

The formulation of measures and procedures for enhancing the capacities of the Contracting Parties in the prevention and early warning of disasters and the elimination of the after-effects, thereof;

The early warning of disasters having a harmful transfrontier impact;

The rendering of mutual assistance in the elimination of the after-effects of a disaster.

### *Article 3*

#### MODES OF COOPERATION

Cooperation under this Agreement shall include any activity agreed upon by the competent organs specified in this Agreement which relates to the warning and notification of disasters and the elimination of the after-effects thereof, including the exchange of specialists and scientists, the exchange of information, the organization of joint conferences, seminars, research projects and demonstrations, and the improvement of communication links between institutions of the Contracting Parties.

Cooperation shall be carried out in accordance with the domestic legislation and regulations of the Contracting Parties and within the limits of their available resources.

### *Article 4*

#### FUNCTIONS OF THE COMPETENT ORGANS OF THE CONTRACTING PARTIES

The competent organs of the Contracting Parties shall agree upon a procedure for the implementation of this Agreement.

Representatives of the competent organs shall meet, as necessary, in connection with the planning, coordination and monitoring of cooperation.

Each Contracting Party shall inform the other immediately of any change of competent organ.

*Article 5*

## FUNCTIONS OF REGIONAL AND LOCAL COMPETENT ORGANS

Regional and local competent organs in the frontier zones of both countries may, in accordance with their domestic legislation and within the limits of their competence and available resources, come to a mutual agreement regarding the provision of the cooperation envisaged in this Agreement.

These organs shall be independently responsible for the obligations deriving from such agreements.

Each Contracting Party shall inform the other immediately of any change of competent organ at the regional or local level.

*Article 6*

## NOTIFICATION OF DISASTERS

The Contracting Parties shall, through communication posts, inform each other immediately of disasters in their territories which have, or may have, a harmful impact on the territory of the other Contracting Party.

Such notification shall contain information concerning the nature and location of the disaster, the measures which have been taken or are planned both at the site of the disaster and beyond its boundaries, as well as other important data. Such information shall be provided as events unfold.

*Article 7*

## COMMUNICATION POSTS

The competent organs of the Contracting Parties shall inform each other which communication posts are designated to send and receive notifications and information pursuant to article 6 of this Agreement. Such communication posts shall be constantly operational.

The competent organs of the Contracting Parties shall inform each other immediately of any change in the information concerning communications posts.

*Article 8*

## PROVISION OF ASSISTANCE

In the event or threat of a disaster, either Contracting Party may, at the request of the other Party, render the necessary assistance in order to prevent or limit injury to people and damage to property or to the environment, within the limits of its capabilities and in accordance with the provisions of this Agreement.

The requesting State shall determine the type and extent of the assistance it requires and, as far as possible, shall supply such information to the other State as it may need to determine to what extent it can meet the request.

The assisting State shall immediately determine the feasibility and extent of possible assistance, as well as any conditions attached thereto and inform the requesting State accordingly. Such assistance shall be rendered without delay.

### *Article 9*

#### EQUIPMENT AND SUPPLIES OF EMERGENCY TEAMS

Emergency teams shall be adequately equipped to carry out independent operations at the site of the disaster. The requesting State shall, as necessary, supply emergency teams with additional equipment and materials, and any essential provisions and services.

Appropriate medical assistance shall also be extended to emergency teams, when necessary.

### *Article 10*

#### MANAGEMENT OF RESCUE OPERATIONS

The management of rescue operations shall be the responsibility of the competent organ or regional and local competent organs of the State in whose territory the operations are being carried out.

An emergency team shall operate under the command of its leaders, and teams shall operate in the territory of the requesting State in accordance with the relevant national regulations.

### *Article 11*

#### FRONTIER CROSSING OF EMERGENCY TEAMS

##### IMPORT AND EXPORT OF EQUIPMENT AND SUPPLIES

Each Contracting Party shall expedite and facilitate frontier and customs controls in respect of the frontier crossing of emergency teams from the other Contracting Party.

The Contracting Parties shall waive all customs duties, import taxes and other charges on the equipment and supplies of emergency teams entering their territory.

Upon completion of the rescue operation, the assisting State shall re-export all the equipment of its emergency teams from the territory of the requesting State, with the exception of any equipment that has been destroyed or lost. Such equipment shall be exempt from all customs duties, import taxes or other charges. Supplies shall be distributed, in their entirety, to the affected population of the requesting State, or handed over to that Party's competent organ.

If military personnel, State vessels, State aircraft or military vehicles which require special import and export authorizations are involved in the rescue operations, the competent organ of the requesting State shall receive such authorizations. Until such authorizations are produced, frontier crossing shall not be permitted.

Customs formalities and inspection procedures conducted by the customs services and frontier guard authorities of each Contracting Party in respect of emergency teams crossing their frontier, together with the equipment and supplies necessary to the rescue operation, shall be governed by the annex to this Agreement, of which it forms an integral part.

### *Article 12*

#### REIMBURSEMENT OF EXPENSES

The requesting State shall reimburse the assisting State for expenses arising in connection with the rendering of assistance, including payment for any medical assistance provided, unless the Contracting Parties have agreed otherwise in view of the extent of the disaster.

The requesting State may at any moment withdraw its request for assistance; in that case, however, the assisting Party is entitled to reimbursement of its expenses.

Unless the Contracting Parties have agreed otherwise, expenses shall be reimbursed immediately, upon the request of the assisting State.

### *Article 13*

#### OBLIGATIONS TO COMPENSATE LOSS

Each Contracting Party shall waive any claim against the other Contracting Party for compensation for damages in respect of the death, bodily injury or any other injury to the health or damage to the personal property of its specialists, or other persons, if such injury or damage occurred during the performance of duties in the implementation of this Agreement. In this connection, the assisting State shall itself insure those of its personnel taking part in the relief operation, in accordance with the regulations in force in that State. Insurance costs shall be included in the overall expenses of the relief operation and shall be compensated by the requesting State pursuant to this Agreement.

If a member of the emergency team of the assisting State causes damage to a third party in the territory of the requesting State, while performing duties in connection with the implementation of this Agreement, that damage shall be compensated by the requesting State in accordance with provisions of the legislation which would be applied if such damage had been caused by its own emergency personnel.

The requesting State is entitled to file a claim in respect of compensation it has paid, in accordance with this article, to a member of an emergency team who has caused damage deliberately or through gross negligence.

The competent organs of the Contracting Parties shall exchange all necessary information concerning the situation in which the damage referred to in this article occurred.

*Article 14*

## UTILIZATION OF INFORMATION

Unrestricted use may be made of information received in implementation of this Agreement, unless the Contracting Parties have agreed otherwise.

*Article 15*RELATIONSHIP TO OTHER INTERNATIONAL AGREEMENTS  
AND OBLIGATIONS

This Agreement shall not affect the rights and obligations of either Contracting Party deriving from other bilateral or multilateral treaties and agreements.

*Article 16*

## SETTLEMENT OF DISPUTES

Any difference of opinion concerning the interpretation or application of this Agreement which cannot be resolved by means of consultations between the competent organs shall be settled through the diplomatic channel.

If the difference of opinion between the Contracting Parties cannot be resolved through the diplomatic channel, it shall, at the request of either Contracting Party, be submitted to arbitration.

The arbitral tribunal shall be composed of three arbitrators. Each Contracting Party shall appoint one arbitrator, and those two arbitrators shall, by mutual agreement, select the chairman of the arbitral tribunal. The chairman shall not be a national of either Contracting Party.

The Contracting Parties shall designate arbitrators within two months of the date on which one of the Contracting Parties informs the other Contracting Party of its intention to submit the matter to arbitration.

The appointed arbitrators shall select the chairman within one month of the date on which the second arbitrator is appointed.

If the arbitrators appointed by the Contracting Parties do not agree upon a chairman within two months, the appointment of the chairman shall be submitted to the President of the International Court of Justice of the United Nations, at the request of the Contracting Party which submitted the dispute to arbitration.

The arbitral tribunal shall take its decisions in accordance with the provisions of this Agreement and other applicable instruments of international law. The arbitral tribunal shall adopt its own rules of procedure. The decision of the tribunal shall be binding on both Contracting Parties.

Each Contracting Party shall bear the costs of the arbitrator it has appointed as well as other expenses it incurs in connection with the consideration of the matter by the arbitral tribunal. The Contracting Parties shall share the costs of the chairman and other expenses equally. The tribunal may also decide upon a different allocation of expenses.

*Article 17*

## FINAL PROVISIONS

This Agreement shall enter into force 30 days after the date of the last notification confirming that the domestic formalities necessary for its entry into force have been completed.

This Agreement shall cease to be in force 12 months after the date on which one of the Contracting Parties informs the other Contracting Party in writing of its intention to denounce it.

DONE at Helsinki on 9 August 1994, in duplicate, in the Finnish and Russian languages, both texts being equally authentic.

For the Government  
of the Republic of Finland:

MAURI PEKKARINEN

For the Government  
of the Russian Federation:

SERGEI SHOIGU



## ANNEX

## RULES CONCERNING THE IMPORT OF SUPPLIES AND EQUIPMENT

1. Emergency teams shall be entitled to unimpeded and tax-free import only of equipment necessary for the conduct of rescue work, and of personal property.

No equipment or goods the import of which into the country is prohibited shall be imported into the country, except in specially agreed cases.

2. A list of the emergency team's equipment and supplies, bearing the signature of the team leader, shall be submitted to the customs services.

3. If medical preparations containing narcotic substances form a part of the first aid kits of an emergency team, the team leader shall declare them to the customs services, which shall accord them unimpeded entry. Such preparations may only be used by the relevant medical personnel of the assisting State, in accordance with its legislation.

4. Upon completion of the rescue operations, any remains of narcotic preparations shall be re-exported from the country, and a certificate of utilization of expended preparations, signed by the team leader, the doctor and an authorized representative of the competent organ of the requesting State, shall be submitted to the customs services.

5. In cases where it is neither possible nor expedient to re-export equipment temporarily imported for use in rescue operations, such equipment shall be handed over to the competent organ of the requesting State, under mutually agreed conditions. The assisting State shall not be liable to any payments in that regard.

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