

[TRANSLATION – TRADUCTION]

AGREEMENT BETWEEN THE REPUBLIC OF AUSTRIA AND THE REPUBLIC OF CROATIA ON MUTUAL ASSISTANCE IN THE EVENT OF DISASTERS OR SERIOUS ACCIDENTS

The Republic of Austria and the Republic of Croatia, hereinafter called the Contracting Parties, convinced of the need for cooperation between the two States to facilitate reciprocal assistance in the event of disasters or severe accidents,

Have agreed as follows:

Article 1. Purpose

This Agreement regulates the conditions under which, in the event of disasters or serious accidents, voluntary assistance shall be granted upon request made through the diplomatic channel or by the authorities of the other Contracting Party specified in Article 3 Paragraph 1 of this Agreement by means of emergency teams, individuals dispatched to provide assistance, equipment or information.

Article 2. Definitions

For the purposes of this Agreement:

“Disaster or serious accident” means an existing or imminently threatening extraordinary incident, partially or completely out of control, temporally and spatially defined, that arises in conjunction with the operation of technical facilities, destructive forces of nature, the use of dangerous materials and their transport and that can lead to a danger to life or to the health of humans and animals, a threat to the environment, endangerment of property, significant economic losses or ecological damages and with which the capabilities of the Contracting Party in question are insufficient to cope;

“Requesting State” means the Contracting Party whose authorities specified in Article 3 Paragraph 1 of this Agreement request assistance from the other Contracting Party;

“Assisting State” means the Contracting Party whose authorities specified in Article 3 Paragraph 1 of this Agreement respond to the request of the other Contracting Party for assistance;

“Equipment” means the material, especially technical devices, the vehicles and the rescue dogs for use and items for personal use;

“Emergency aid” means goods intended for free distribution to the affected population in the territory of the Requesting State;

“Emergency teams” means specialized civilian or military units with appropriate equipment and emergency aid designated by the Assisting State to provide assistance;

“Individuals dispatched to provide assistance” means one or several persons with appropriate equipment and emergency aid designated by the Assisting State to provide assistance.

Article 3. Competent Authorities

(1) Notwithstanding the diplomatic channel, the competent authorities for making and receiving requests for assistance and for other forms of cooperation stipulated in this Agreement shall be:

For the Republic of Austria:

– the Federal Minister of the Interior;

For the Republic of Croatia:

– the Ministry of the Interior.

(2) The Contracting Parties shall notify one another through the diplomatic channel of the addresses and telecommunication links of the authorities specified in Paragraph 1 of this Article and of their contact points. The contact points shall be continuously available.

(3) The authorities of the Contracting Parties specified in Paragraph 1 of this Article are authorized to communicate directly with one another in implementing this Agreement.

(4) The Contracting Parties shall inform one another without delay about changes concerning the competent authorities specified in Paragraph 1 of this Article.

Article 4. Type and Scope of Assistance

(1) Assistance may come from the deployment of emergency teams or individuals dispatched to provide assistance, from the dispatch of emergency aid or in another appropriate manner, the type and scope of assistance being agreed upon between the authorities specified in Article 3 Paragraph 1 of this Agreement within the course of the request for assistance.

(2) The requesting authority shall make the request for assistance in the language of the petitioned Contracting Party or in the English language if possible.

(3) Emergency teams may be deployed to fight fires, nuclear and chemical dangers and other disasters and serious accidents, particularly for medical assistance, rescue, recovery and other types of assistance measures. They should have the training necessary for this and the necessary equipment.

(4) Transportation of emergency teams or individuals dispatched to provide assistance, equipment and emergency aid may be via land, air or water.

Article 5. Frontier Crossing and Residence

(1) To provide for the efficiency necessary for quick assistance, the Contracting Parties pledge to limit frontier formalities to an absolute minimum.

(2) The members of an emergency team may reside in the territory of the Requesting State during the period of the assistance without a visa and without a residency permit. Upon request, the head of an emergency team must show a document attesting to his position or his assignment and a list of names of the members of the emergency team, in the language of the Requesting State or in the English language.

(3) The members of an emergency team and individuals dispatched to provide assistance shall require no work permit for their activity within the framework of assistance in the territory of the other Contracting Party.

(4) The members of an emergency team are authorized to wear uniforms in the territory of the Requesting State in so far as this is part of their usual outfit. The emergency team of the Assisting State is authorized to use its own warning signs on its vehicles in the territory of the Requesting State.

Article 6. Frontier Crossing of Equipment and Emergency Aid

(1) The Contracting Parties shall facilitate the import and export of equipment and emergency aid.

(2) Upon entering the territory of the Requesting State, the head of an emergency team must present its frontier control or customs authorities only a list, in the language of the Requesting State or in the English language, of the equipment and emergency aid carried along.

(3) The members of an emergency team or individuals dispatched to provide assistance may carry no other items except equipment and emergency aid. Firearms and ammunition may not be carried into the territory of the Requesting State.

(4) Prohibitions and limitations on cross-frontier goods traffic shall not apply to equipment and emergency aid. In so far as equipment is not used or destroyed, it shall be removed from the Requesting State. If equipment is left behind as emergency aid, the type, quantity, and location shall be reported to the authority of the Requesting State specified in Article 3 Paragraph 1 of this Agreement, which shall inform the competent customs office.

(5) The provisions of Paragraph 2 of this Agreement shall also apply to the importation of addictive drugs and psychotropic substances into the Requesting State and the reimportation of unused quantities into the Assisting State. This goods traffic shall not be deemed import and export within the meaning of international agreements concerning addictive drugs and psychotropic substances. Addictive drugs and psychotropic substances may be carried only according to urgent medical need and used only by qualified medical personnel according to the legislation of the Contracting Party of which the emergency team or the individual dispatched to provide assistance is a member. Consumed addictive drugs and psychotropic substances shall be included in the consumption statistics of the Assisting State.

(6) The Contracting Parties shall, without formal procedure and without provision of security, reciprocally admit equipment into the Requesting State for temporary use free of duty and exempt it and emergency aid from all customs duties, taxes and other import duties even if they have been consumed or left behind in the Requesting State.

Article 7. Operations Involving Aircraft

(1) Aircraft may be used not only for the speedy transport of emergency teams in accordance with Article 4 Paragraph 4 of this Agreement, but also directly for other types of emergency operations.

(2) Each Contracting Party shall permit aircraft used in accordance with Paragraph 1 of this Article to overfly its territory and to land in and take off from its territory even at points outside customs airports and approved airfields.

(3) The use of aircraft in an emergency shall be reported without delay to the competent air traffic control under this Agreement with the most precise information possible about the type and registration of the aircraft, its crew, cargo, departure time, anticipated route and landing site.

(4) The following shall apply, *mutatis mutandis*:

(a) Article 5 of this Agreement to crew and emergency teams;

(b) Article 6 of this Agreement to aircraft and other equipment and emergency aid carried therein.

(5) Unless otherwise stipulated by Paragraphs 2 and 3 of this Article, the air traffic legislation of each Contracting Party shall apply.

(6) The use of military aircraft is permissible only with approval of the Requesting State.

Article 8. Coordination and Overall Control

(1) The authorities of the Requesting State shall be responsible for the coordination and direction of rescue and emergency operations.

(2) Instructions for the emergency teams of the Assisting State shall be transmitted solely to their leaders, who shall brief their subordinate personnel on the plan of action.

(3) The authorities of the Requesting State shall, within the scope of their competency, extend protection and assistance to the emergency teams or individuals dispatched to provide assistance from the Assisting State.

Article 9. Operational Costs

(1) The Assisting State shall make no claim against the Requesting State for reimbursement of the costs of assistance. This shall also apply to costs arising from the consumption, damage or loss of equipment.

(2) In the event of the total or partial recovery of costs, Paragraph 1 of this Article shall not apply. The Assisting State shall be given priority as regards reimbursement.

(3) The Requesting State shall bear the costs of assistance from natural and legal persons that the Assisting State provides only on request.

(4) During the period of operation in the Requesting State, logistical support, including medical first aid, shall, if necessary, be provided at the expense of the Requesting State to emergency teams and individuals dispatched to provide assistance.

Article 10. Damages and Compensation

(1) Each Contracting Party shall waive all claims for compensation against the other Contracting Party or its individuals designated to provide assistance:

(a) For pecuniary losses incurred in the line of duty by an individual designated to provide assistance;

(b) For damage relating to injury, damage to health or the death of an emergency team member incurred in the line of duty.

This shall not apply if the damage has been caused intentionally or through gross negligence.

(2) If an individual dispatched to provide assistance from the Assisting State incurs damage to third parties in the territory of the Requesting State in the line of duty, the Requesting State shall be liable for the damage in accordance with the legislation that would apply in the event of damage incurred by its own individuals dispatched to provide assistance.

(3) The Requesting State shall make no claim for compensation against the Assisting State or its individuals designated to provide assistance. However, if the individual designated to provide assistance from the Assisting State has incurred damage to a third party intentionally or through gross negligence, the Requesting State may make a claim for compensation against the Assisting State.

(4) The Contracting Parties shall cooperate closely in accordance with their domestic legislation in order to facilitate the settlement of claims for compensation or damages. In particular, they shall exchange all information available to them concerning cases of damage within the meaning of this Article.

Article 11. Telecommunication Links

The authorities designated in Article 3 Paragraph 1 of this Agreement shall take all necessary measures to provide secure communication between the authorities and the emergency teams at the site of operation.

Article 12. Cessation of Emergency Assistance

The emergency teams or individuals dispatched to provide assistance shall cease their activity if the Requesting State so desires; otherwise, they shall end their activity after completion of their task.

Article 13. Additional Forms of Cooperation

(1) The Contracting Parties shall cooperate in accordance with domestic law, in particular:

(a) For the prevention and mitigation of the consequences of disasters or serious accidents through the exchange of information of a scientific-technical nature, research

programmes, specialized courses and emergency operation drills in the territory of both Contracting Parties;

(b) For the exchange of information about dangers and damages that arise and may affect the territory of the other Contracting Party; mutual notification also includes the transmission of measurement data.

(2) The provisions of this Article shall apply, *mutatis mutandis*, to cooperation in the area of training and joint drills in accordance with Paragraph 1 of this Article.

(3) Cooperation in the area of training may be, particularly:

(a) in the form of meetings of experts,

(b) through attendance at specialized courses.

(4) The costs arising from cooperation in the area of training shall be borne as follows:

(a) the dispatching Contracting Party shall assume costs for the outward and inward travel of its participants and the costs for their repatriation in the event of illness or death,

(b) the host country shall assume the costs of accommodation and board and of medical first aid.

Article 14. Settlement of Disputes

Disputes concerning the application of this Agreement that cannot be settled directly by the authorities designated in Article 3 Paragraph 1 of this Agreement shall be settled by the Contracting Parties through the diplomatic channel.

Article 15. Relation of this Agreement to other Contractual Arrangements

Existing contractual arrangements between the Contracting Parties shall remain unaffected by this Agreement.

Article 16. Final Provisions

(1) This Agreement is concluded for an indefinite period.

(2) This Agreement shall enter into force on the first day of the second month following the month in which the Contracting Parties have notified one another in writing through the diplomatic channel that their respective domestic requirements for its entry into force have been fulfilled.

(3) This Agreement may be denounced at any time in writing through the diplomatic channel; in this event, it shall cease to be in force six months from the day of receipt of the denunciation.

DONE at Vienna on 17 September 2004 in two originals, each in the German and Croatian languages, both texts being equally authentic.

For the Republic of Austria:

DR. ERNST STRASSER

For the Republic of Croatia:

MARIJAN MLINARIĆ