

**AGREEMENT BETWEEN THE GOVERNMENTS IN THE BARENTS EURO-  
ARCTIC REGION  
ON COOPERATION WITHIN THE FIELD OF EMERGENCY PREVENTION,  
PREPAREDNESS AND RESPONSE**

The Governments of the Republic of Finland, the Kingdom of Norway, the Russian Federation and the Kingdom of Sweden, hereinafter referred to as the Contracting Parties,

- noting the well established international cooperation concerning emergency prevention, preparedness and response, and desiring to further extend cooperation to facilitate the provision of mutual assistance in the event of natural or man-made disasters or other emergency situations in the Barents Euro-Arctic Region, including rendering assistance to persons in distress;
- emphasising that early and effective notification of emergencies on land, at sea or on ice, and effective routines for communication and decision making are essential preconditions for both the rendering and receipt of assistance;
- mindful of the already well established cooperation in maritime and aeronautical search and rescue and of bilateral agreements in this field between the Contracting Parties;
- mindful of the Convention on Early Notification of a Nuclear Accident and the Convention on Assistance in Case of a Nuclear Accident or Radiological Emergency, both of 26 September 1986, and of bilateral agreements in this field between the Contracting Parties;
- referring to the increasing use of northern regions for natural resources extraction, transport and other economic purposes and for scientific and other purposes;
- mindful of the potential for more frequent climate induced calamities in northern regions;
- cognisant of the possible increased need for technical and other resources in order to manage various emergencies;
- considering that the nearest suitable emergency response resources may be located in a neighbouring state, and desiring to develop direct cross border

cooperation on local and regional level in the Barents Euro-Arctic Region in the event of emergencies;

- considering the benefits for the Contracting Parties from exchanges of information and experience on the prevention and management of emergencies, and on limitation and elimination of their consequences, and the conduct of joint training and exercises;

- desiring to develop their collaboration within the framework of their respective national legislations without prejudice to existing bilateral or multilateral obligations and commitments;

have agreed on the following:

## **Article 1 Definitions**

For the purposes of the present Agreement the following terms shall have the definitions hereunder assigned to them:

The term *emergency* refers to a situation(s), often hazardous, which occur(s) from a sudden event covering both minor and major incidents and accidents, such as traffic accidents, industrial incidents and accidents, explosions, fires, cave-ins, landslides, floods, or other man made or natural disasters, which caused or may cause personal injury or damage to property or the environment and that demands prompt action. The term *emergency* also refers to a situation of persons in distress or missing persons, that demands action such as organised search and/or rescue efforts.

The term *Barents Euro-Arctic Region* refers to the geographic area covered by the following sub-national political/administrative entities:

- in Finland: the provinces of Lapland and Oulu
- in Norway: the counties of Nordland, Troms and Finnmark
- in Russia: the Republic of Karelia, the Republic of Komi, Arkhangelsk oblast, Murmansk oblast, Nenets autonomous area
- in Sweden: the counties of Norrbotten and Västerbotten

The term *state competent authorities* refers to:

- in Finland: the Ministry of the Interior
- in Norway: the Ministry of Justice and the Police
- in Russia: the Ministry of Civil Defense, Emergencies and Elimination of Consequences of Natural Disasters
- in Sweden: the Ministry of Defence

The term *regional and local competent authorities* refers to the governing bodies of municipalities, federations of municipalities and consolidated local government areas, as well as county administrative boards and pertinent state authorities in the district administrations in the Barents Euro-Arctic Region with authority on issues which fall under the scope of the present Agreement;

The term *Requesting Party* refers to the Contracting Party that requests assistance in the event of an emergency.

The term *Assisting Party* refers to the Contracting Party providing assistance in the event of an emergency.

The term *transit state* refers to any state, whose Government is a Contracting Party, other than the Requesting Party or the Assisting Party, through whose territory, including air space and/or territorial waters, response teams and emergency response resources are transported.

The terms *emergency response* or *(emergency) response operations* refer to search and rescue efforts and other activities in the event of an emergency, including disaster relief or other assistance, undertaken in order to save life, or limit or eliminate material and environmental consequences.

The term *response team* refers to an organised group of specialists of an Assisting Party, assigned to undertake emergency response and operating under one single command.

The term *emergency area* refers to the geographic area in the Barents Euro-Arctic Region where an emergency has occurred and which is subject to an emergency response operation.

The terms *emergency response resources* or *assistance resources* refer to equipment, supplies, relief materiel and other materiel as well as services which are relevant, proportional and deemed necessary to ensure the specific emergency response operation.

The term *Joint Manual* refers to a document prepared by the Joint Committee as referred to in article 4, which contains operational information regarding emergency prevention, preparedness and response in the Barents Euro-Arctic Region.

## **Article 2**

### **Scope of the Agreement**

The present Agreement covers cross-border cooperation within the field of emergency prevention, preparedness and response in the Barents Euro-Arctic Region, including joint exercises and training, with the aim to increase the ability of the Contracting Parties to render swift and effective assistance in emergency response operations.

The Contracting Parties shall further develop such actions and methods, which increase the efficiency of international cooperation in emergency prevention, preparedness and response.

### **Article 3**

#### **Responsibilities of the competent authorities**

The state competent authorities are responsible for the management and coordination of the application of the present Agreement.

The regional and local competent authorities in each state may agree, under their national legislation and within their competences and available funds, on the implementation and development of collaboration under the present Agreement. These authorities shall themselves be responsible for their obligations under such commitments.

### **Article 4**

#### **Joint Committee**

The state competent authorities of the Contracting Parties shall establish a Joint Committee for the application of the present Agreement and appoint representatives thereto. The chairmanship of the Joint Committee shall rotate among the Contracting Parties on an annual basis and in alphabetical order. The Joint Committee shall meet annually or when necessary to plan and coordinate collaboration and to evaluate the application of the present Agreement.

The Joint Committee shall, *inter alia*, initiate and participate in the planning of exercises and joint training, update the Joint Manual and organise the exchange of experts.

### **Article 5**

#### **Points of contact and Joint Manual**

Each state competent authorities shall designate points of contact for the implementation of cooperation under the present Agreement, including points of contact on a 24 hour basis for notification and transmission of request for assistance in the event of emergencies.

The Contracting Parties shall furnish each other with information regarding, state, regional and local competent authorities and the designated points of contact, as well as with all relevant information concerning emergency response resources, organisation and mode of operation of these resources. This information shall be collected in a Joint Manual. The Contracting Parties shall inform each other through the Joint Committee (see Article 4 above) of all relevant changes to this information.

### **Article 6**

#### **Notification of emergencies**

The Contracting Parties shall notify each other, without delay and using the channels stipulated in Article 5 of the present Agreement, of such emergencies

in their respective territories that have or may have detrimental consequences to the population or territory of any of the other Contracting Parties. The notification shall contain information on the nature, character and location of the emergency, as well as on the measures, which have been taken or will be taken in and outside the emergency area, and on any other relevant circumstances. Appropriate information shall also be supplied as the situation develops.

The Contracting Parties may notify each other of any emergencies that cause or are believed to be able to cause wide public concern. A Contracting Party may also request information from another Contracting Party concerning emergencies, which are known or believed to have occurred; however, responding to such a request shall be at the discretion of the latter.

The notification under the present Agreement shall apply, to the extent necessary and under the national legislation, to all emergencies.

In addition, maritime emergencies, aeronautical emergencies, and nuclear and radiological emergencies shall be notified in accordance with the obligations under the relevant conventions and bilateral agreements.

## **Article 7 Mutual assistance**

The Contracting Party requiring assistance in an emergency may request such assistance from the other Contracting Party or Parties. The Requesting Party shall submit to the Assisting Party the detailed information of the place, time, character and scale of the emergency. The Requesting Party shall also provide information on the kind of emergency teams and resources requested.

Each Contracting Party undertakes to provide the assistance that they assess possible to offer. The Contracting Party to whom an assistance request is submitted shall promptly decide whether or not it is in a position to render the assistance requested. It shall promptly indicate the scope and the terms of the assistance that can be rendered and inform the Requesting Party accordingly.

The Requesting Party shall notify the Assisting Party of the emergency response teams and resources accepted.

## **Article 8 Border crossing procedures**

The Requesting Party, as well as the transit states, shall apply, within its national legislation and international obligations, the most simplified border crossing procedures possible to response teams of the Assisting Party and their emergency response resources. To this end, the response teams shall provide a certificate, issued by a competent authority of the Assisting Party, describing the mission and the composition of the team, along with a complete list of emergency response resources.

Each team member shall carry a document valid for travel abroad, as required by the Requesting Party or transit state. Members of the response team are permitted to wear their uniforms in the territory of the Requesting Party in accordance with the Requesting Party's national legislation.

If governmental or military personnel, aircraft, vessels and vehicles requiring a special entry and exit permit have been accepted to take part in a response operation within the territory of the Requesting Party, its relevant authority, as well as the relevant authority of a transit state, shall issue such a permit. The state border shall not be crossed before the necessary permit has been issued.

### **Article 9 Customs duties, other duties and taxes**

The Contracting Parties shall apply their respective national legislation and international obligations as regards suspension of and exemption from customs duties, other duties and taxes for emergency response resources entering, transiting or exiting the territories of the Contracting Parties.

### **Article 10 Return of response teams and assistance resources**

Upon completion of an emergency response operation the Assisting Party shall remove from the territory of the Requesting Party, unless otherwise agreed by the Contracting Parties, all of the response teams and their emergency response resources, with the exception of consumed, distributed, destroyed or lost emergency response resources.

### **Article 11 Operational command in the emergency area**

Responsibility for operational command in the emergency area lies with the competent authorities of the Requesting Party, with the exception of such emergency areas that may be situated within the territory of another Contracting Party. The competent authorities of the Requesting Party shall manage and direct the activities of the response teams of Assisting Parties. The members of the response teams shall work (serve) in the territory of the Requesting Party in accordance with the labour (service) regulations of the Assisting Party.

### **Article 12 Resources and maintenance of the response teams**

The response teams shall have the requisite amount of resources sufficient for independent operation in the emergency area for a minimum of 24 hours. The Requesting Party shall, if necessary, provide the response teams with additional

emergency response resources, as well as any maintenance and other services required. Proper medical care, food and accommodation shall also be provided to the response teams as and when required.

### **Article 13 Costs**

The cost of emergency operations in accordance with the present Agreement shall be met in accordance with the following:

If the Assisting Party so decides, the assistance can be rendered free of charge. Otherwise, the Requesting Party shall reimburse the Assisting Party the costs of the assistance provided.

The Requesting Party may withdraw its request at any time. However, the Assisting Party has the right to reimbursement of the costs already incurred.

The Assisting Party shall be prepared to submit to the Requesting Party the estimated costs of the assistance to be rendered before assistance is accepted.

The payments, if any, shall be effectuated through the channels and in accordance with existing procedures between the respective Contracting Parties or as otherwise agreed.

### **Article 14 Insurance and compensations**

The Assisting Party shall, in accordance with its national legislation, adequately insure the members of its response team(s) as well as the assistance resources (not to be consumed or distributed) used in the emergency response operation. Costs related to insurance shall not be included in the general claims of costs.

Each Contracting Party waives all possible demands for compensation from any other Contracting Party for death, injury or other damages caused to the health of the members of its response teams, and for the damage to their personal property, or for the damage to the assistance resources if and when such death, injury or damage have occurred accidentally during an emergency response operation.

A Contracting Party has the right to claim compensation from another Contracting Party, if circumstances as mentioned above occur as a result of gross negligence or premeditation.

If a member of a response team of the Assisting Party, while carrying out duties relating to the implementation of the present Agreement, causes accidental harm to the personnel or damage to the property of a third party in the territory of the state of the Requesting Party, the latter shall compensate damages in

accordance with the provisions of the national legislation applicable to the harm or damage caused by its own personnel.

Compensation paid by the Requesting Party to a third party for harm or damage caused intentionally or by gross negligence by the personnel of the Assisting Party shall be reimbursed by the latter.

### **Article 15**

#### **Use of information**

Information received in connection with the application of this Agreement may be used according to the national legislation of each Contracting Party, as well as international obligations binding the States.

### **Article 16**

#### **Languages**

All correspondence connected with the implementation of the present Agreement, shall be in either the English language, or in the official language of the Contracting Party with enclosure of a translation into the English language. During emergency operations the Requesting Parties shall make all efforts possible to provide the response teams with the appropriate interpretation.

### **Article 17**

#### **Settlement of disputes**

Any disputes between the Contracting Parties concerning the interpretation or application of the present Agreement, shall be settled by negotiations.

### **Article 18**

#### **Depositary**

Depositary for the present Agreement is the Ministry for Foreign Affairs of Sweden that shall send certified copies of the Agreement to all the Contracting Parties.

### **Article 19**

#### **Final provisions**

The present Agreement is concluded for an unlimited period of time and shall enter into force on the thirtieth day following the receipt of the last written notification to the Depositary of the implementation by the Contracting Parties of the internal state procedures necessary for the entry into force of this Agreement.



Each Contracting Party may at any time denounce the present Agreement by directing a notification to the Depository in written form six months before the supposed date of withdrawal.

Done at Moscow this 11<sup>th</sup> day of December 2008

in a single copy in the Finnish, Norwegian, Russian, Swedish and English languages, all texts being equally authentic. In case of divergencies of interpretation the English text shall prevail.

For the Government of the Republic of Finland

For the Government of the Kingdom of Norway

For the Government of the Russian Federation

For the Government of the Kingdom of Sweden