

**AGREEMENT**

**between**

**the Government of the Republic of Serbia**

**and**

**the Government of the Republic of Austria**

**on cooperation in protection against disasters**

The Government of the Republic of Serbia

and

the Government of the Republic of Austria  
(hereinafter referred to as "the Parties");

Convinced of the necessity of mutual cooperation in preventing and mitigating the consequences of disasters;

Recognising the efforts of the United Nations in the field of disaster prevention and consequence mitigation, as well as international acts adopted by the United Nations and other international organizations in this area;

Bearing in mind the Civil Protection Mechanism of the European Union and its contribution to developing capacities for rapid and effective response aimed at ensuring protection against disasters;

Have agreed as follows:

### **Article 1** **Purpose of the Agreement**

(1) This Agreement shall regulate the framework and conditions for cooperation in disaster prevention and preparedness, for the voluntary provision of mutual assistance in the event of disasters in the territory of one of the Parties, and other forms of mutual cooperation in this area.

(2) Cooperation between the Parties shall follow the principle of reciprocity and shall be conducted within the capacities of the Parties.

### **Article 2** **Areas of Cooperation**

(1) Cooperation between the Parties shall mainly include the following areas:

- (a) assistance in the event of disasters and performance of protection and rescue activities, as well as mitigating and eliminating their consequences;
- (b) mutual notification of disaster risks and their consequences;
- (c) exchange of scientific and technical knowledge as well as the transfer of expertise and experience in protection against disasters;
- (d) education and training of personnel who participate in protection and rescue activities;

(2) The Parties shall advance cooperation between national authorities, governmental and nongovernmental institutions and organisations engaged in protection against disasters.

### **Article 3** **Other forms of Cooperation**

(1) The Parties shall cooperate, in accordance with national law, in particular to prevent and reduce the consequences of natural hazards and technical or technological accidents by carrying out the following activities in the territory of both Parties:

- (a) exchange of scientific-technical information as well as
- (b) expert meetings
- (c) research and training programs
- (d) specialist courses and exercises in relief operations.

(2) Cooperation shall also include the sharing of information on risks and damages that may arise and affect the territory of the other Party.

#### **Article 4 Definitions**

The terms used in this Agreement shall have the following meaning:

- a) "disaster" is a natural hazard or a technical or technological accident the consequences of which endanger security, life and health of a large number of people, material and cultural assets or the environment on a larger scale, and the occurrence or consequences of which cannot be prevented or eliminated through regular activity of competent authorities and services;
- b) "data and information on hazards" are data on disasters whose purpose is early notification of imminent danger and implementation of protection and other measures in ensuring safety for people, property, and the environment;
- c) "rescue and disaster relief" are the activities of all rescue forces and resources whose purpose is direct and indirect mitigation and elimination of the consequences of disasters;
- d) "rescue teams and individual experts" are adequately trained and equipped teams and individuals designated by the Sending State for the provision of assistance;
- e) "protection, rescue, and other equipment" are means of personal and collective protection, including rescue equipment, means of transport (vehicles, vessels and aircraft), and technical and other means used by rescue teams and individual experts;
- f) "humanitarian aid" is food, potable water, medications, medical supplies and other items intended for free distribution to the affected or threatened population and provided as assistance in mitigating the consequences of disasters by the Receiving State;
- g) "Receiving State" is the Party whose competent authorities request assistance disaster relief from the other Party;
- h) "Sending State" is the Party whose competent authorities grant the other Party's request for assistance;
- i) "transit country" is a country whose territory is crossed by rescue teams, individual experts and equipment for the needs of the Parties.

#### **Article 5 Competent Authorities**

- (1) The competent authorities for the implementation of this Agreement shall be:
- in the Republic of Serbia: Ministry of the Interior – Sector for Emergency Management;
  - in the Republic of Austria: Federal Minister of the Interior

(2) The competent authorities shall meet as necessary for the efficient implementation of this Agreement.

(3) In implementing this Agreement, the competent authorities shall be authorised to establish direct contacts and connections. In this regard, the competent authorities shall exchange addresses and information on telecommunication links and contact points.

(4) The Parties shall inform each other in writing of any subsequent changes to the competent authorities and their addresses, telecommunication links, and contact points, no later than 30

days following the date of change.

## **Article 6**

### **Notification of Threats and Disasters**

(1) The competent authorities of the Parties shall inform each other of threats and disasters that may threaten or affect either Party.

(2) Notification of a threat or disaster shall contain: a description of the threat or disaster, information on the location, time, scale, and consequences of the disaster as well as on preventive measures taken.

(3) In the event of a disaster, the competent authorities of the Parties shall also inform each other about the required and available assistance and the possibilities and manner of its provision.

(4) Notification of a threat or disaster may be communicated in writing or orally in the official language of the other Party or/and in the English language. Oral notification must be confirmed in writing.

(5) In order to facilitate the exchange of information on meteorological and hydrological hazards, direct links may be established between the authorities of the Parties competent in that area.

## **Article 7**

### **Providing Assistance**

(1) The competent authority of the Party affected by a disaster may request assistance from the competent authority of the other Party. Assistance may include rescue teams and individual experts, protection and rescue equipment, and humanitarian aid.

(2) A request for assistance referred to in paragraph 1 of this Article should contain information on the type and scope of a disaster, information on the type and scope of requested assistance, information on institutions and persons with whom a connection is to be established and who are responsible for accepting particular types of assistance, as well as a proposal for the manner of providing assistance and should be submitted in writing in the official language of the other Party or/and in the English language.

(3) In addition to information referred to in paragraph 2 of this Article, a request for humanitarian aid in the form of medication and medical supplies must also include a list of all necessary documents required for the import of medication and medical supplies taken into the territory of the Receiving State.

(4) Assistance shall be provided in accordance with the national law of the Parties.

## **Article 8**

### **Crossing the State Border and Stay in the Territory of the Other Party**

(1) In order to provide faster and more efficient assistance in protection and rescue as well as elimination of disaster consequences, the Parties shall grant rescue teams and individual experts providing assistance a simplified procedure for crossing the state border of the Receiving Party in accordance with the relevant legislation.

(2) The competent authorities shall agree on the time and location of crossing the state border, on the manner of arrival and departure, and on the duration of the stay of rescue teams and individual experts providing assistance in the territory of the other Party.

(3) Members of rescue teams and individual experts providing assistance must possess a valid travel documents or other documents prescribed for crossing the state border of the Receiving State that proves their identity. Where the legal system of the Receiving State requires entry visas, the Receiving State shall ensure in accordance with the national legislation to issue the required visas as soon as possible.

(4) Members of rescue teams and individual experts providing assistance shall be entitled to wear their uniforms in the territory of the other Party.

(5) It shall be prohibited to bring weapons, ammunition, or explosive ordnance to the territory of the other Party.

(6) The Parties shall also ensure the implementation of this Article in the event that one of them is a country of transit. The competent authorities of the Parties shall, within the shortest time possible, inform each other of transit requirements, specify implementation procedures, and, if necessary, provide the rescue teams and individual experts with official escort during transit.

#### **Article 9**

#### **Temporary Import and Export of Protection, Rescue and Other Equipment**

(1) In the event of disasters, the Parties shall simplify procedures regarding the temporary import, export, and transportation of protection, rescue, and other equipment across their state borders. When crossing the state border of the Receiving State, the rescue team leader and individual expert must submit a list of protection, rescue, and other equipment to the competent authority of the Receiving State.

(2) Rescue teams and individual experts providing assistance may take protection, rescue, and other equipment they need for the provision of international assistance, as well as the means and supplies necessary to meet their own needs and to ensure self-sufficiency of the teams across the state border of the Receiving State.

(3) No international prohibitions or restrictions that apply to the temporary import and export of commercial goods shall apply to the import and export of protection, rescue, and other equipment into the Receiving State. Should protection, rescue, and other equipment go unused, it must be returned to the Sending State. In the case of protection, rescue, and other equipment remaining as aid in the Receiving State, the competent authority of the Receiving State must be notified of the type, quantity, and location of the said equipment. This authority shall relay this information to the relevant customs authorities. In this case, the regulations of the Receiving State shall apply.

(4) The provisions of paragraph 3 of this Article shall also apply to the import into the Receiving State of medications containing narcotics and psychotropic substances, and to the return of unused quantities thereof to the Sending State. The import and export of narcotics and psychotropic substances within international agreements shall not be considered as import and export of goods in foreign trade. Medications containing narcotics and psychotropic substances may only be imported in the quantities required for urgent medical assistance and used under the supervision of medical professionals with proper medical training, in accordance with the

regulations of the Receiving State.

(5) The Parties shall simplify procedures regarding the temporary import, export, and transportation of protection, rescue, and other equipment across their state borders for conducting joint education and training in protection and rescue under Article 3 of this Agreement.

#### **Article 10 Use of Aircraft and Vessels**

(1) Aircraft and vessels may be used for emergency transportation of rescue teams or individual experts providing assistance, of protection, rescue, and other equipment, and of other types of assistance in accordance with this Agreement.

(2) The competent authority of the Receiving State must be informed about the provision of disaster relief and the use of aircraft and vessels for protection and rescue, and given detailed information on the types and codes of the aircraft or vessels, their crews, cargo, and other required parameters. The Receiving State shall specify the time, planned flight or navigation route, and location of the arrival.

(3) The provisions of Article 8 of this Agreement shall apply as appropriate to aircraft and vessel crews, and to rescue teams and individual experts providing assistance, with regard to crossing the state border. The provisions of Article 9 of this Agreement shall apply to aircraft and vessels, protection and rescue equipment transported, and disaster relief.

(4) The regulations of the Parties managing aircraft flights shall apply to the use of aircraft. Each flight plan must contain required information concerning the planned aircraft flight or part thereof and must be submitted to Air Traffic Service units. The Parties shall be bound by the standards and guidelines of the International Civil Aviation Organization.

(5) Regulations of the Parties regarding inland water traffic and international regulations and standards shall apply for the use of vessels.

#### **Article 11 Use of Military Aircraft and Military Vessels**

The use of military aircraft and military vessels for the purposes of this Agreement shall only be permitted in agreement with the Receiving State.

#### **Article 12 Responsible Management Authorities**

(1) The competent authorities of the Receiving State shall in all cases be responsible for the management of rescue operations and the provision of assistance.

(2) The authorities referred to in paragraph 1 of this Article shall only entrust tasks to heads of rescue teams and individual experts of the Sending State, who shall in turn inform their subordinates of the details of execution.

#### **Article 13 Protection and Support of Rescue Teams' and Individual Experts' Operations**

The authorities of the Receiving State shall provide those rescue teams and individual experts of the Sending State who perform rescue tasks and provide assistance with emergency medical care as well as proper protection and support.

#### **Article 14 Costs of Provided Assistance**

(1) The Sending State shall not be entitled to claim reimbursement of costs from the Receiving State for the provided assistance. This shall also apply to costs incurred through the use, damage, or loss of protection, rescue, and other equipment, including means of transportation.

(2) Should rescue teams and individual experts providing assistance run out of the means and supplies brought with them, the Receiving State shall cover the costs of their upkeep and the needed means and supplies until the completion of their task of assistance. If necessary, they shall be provided with proper logistical support and medical care.

#### **Article 15 Reimbursements and Damages**

(1) The Parties shall renounce all claims for reimbursement for damage to protection, rescue, and other equipment, provided that the said damage is caused by the rescue team or individual expert assisting in performing rescue and disaster relief tasks according to this Agreement, when such damage is not inflicted intentionally or due to gross negligence.

(2) The Parties shall renounce every entitlement to reimbursement in the case of personal injuries and permanent consequences for the health and in the case of death of a participant in a rescue operation, when this occurs during the performance of rescue tasks under this Agreement, except in cases when such damage was inflicted intentionally or due to gross negligence.

(3) In the case of damage inflicted on third persons when performing tasks covered by this Agreement, the Receiving State shall assume responsibility as if the damage was caused by its rescue teams and individual experts in providing assistance, except in cases when such damage is inflicted intentionally or due to gross negligence of the Sending State's rescue teams or individual experts providing assistance.

(4) The liability for damage specified in paragraphs 1, 2, and 3 of this Article shall arise upon arrival in the territory or airspace of the Receiving State and continue until departure from its territory or airspace.

(5) The Parties shall also implement the provisions of this Article in the case they are countries of transit.

#### **Article 16 Use of Information and Communication Means**

(1) The competent authorities of the Parties shall provide mutual information and communication links, in particular telephone, radio, and other links with rescue teams and individual experts providing assistance, in accordance with this Agreement, while respecting internationally agreed rules of communication. The competent authorities of the Parties shall also provide internet access to rescue teams and individual experts providing assistance.

(2) The Parties shall exchange lists of radio frequencies authorised for use in their territories for the purposes of mutual communication, based on previously obtained radio licences.

## **Article 17**

### **Protection of Personal Data**

(1) As far as it is necessary in the case of a disaster or an emergency, the Parties are permitted to mutually transmit personal data in accordance with the respective national law. Mutual transmission of personal data between the Parties as well as any further processing of transmitted personal data shall be carried out in compliance with any conditions issued by the transmitting authority and in accordance with the following principles, which apply to the processing of data by automated and non-automated means:

- a) Personal data shall be processed lawfully and fairly and in a way, the data subject can verify. They shall only be processed for the specified, explicit and legitimate purposes of this Agreement. They must be adequate, relevant and not excessive in relation to the purposes for which they are processed.
- b) Transmitted personal data shall only be processed for the purposes, for which it was transmitted, unless the transmitting Party explicitly authorises its processing for a different purpose.
- c) Personal data has to be accurate and, as far as necessary, up-to-date; all necessary measures shall be taken to erase or rectify personal data that turns out to be inaccurate with regard to the purpose of its processing. Personal data shall be kept in such a way that the data subject can only be identified for as long as the purpose of the processing requires it.

(2) Personal data shall be processed and kept in such a way that ensures its adequate safety, including protection from unauthorised or unlawful processing and from accidental loss-accidental erasure or accidental destruction, through adequate technical and organisational measures.

(3) The Parties shall maintain a record of every transfer or receipt of personal data. These records shall include the purpose, content and time of the transfer or receipt as well as the transmitting and the receiving authority. This applies accordingly to the erasure of personal data. The records shall be protected with suitable measures against unauthorised use and other forms of improper use and shall be kept for three years. After this period, the records shall be deleted without any delay. The records shall only be used to control compliance with the applicable data protection rules.

(4) Every data subject shall have the right, upon proof of his/her identity, to obtain from the authority responsible for processing the data free of charge and without undue delay information in an intelligible form about any personal data transmitted or processed in the framework of this Agreement, their origin, any recipients or categories of recipients, their intended purpose and the legal basis. Furthermore, every data subject shall have the right to obtain the rectification of inaccurate personal data and the erasure of unlawfully processed personal data. Moreover, the Parties shall ensure that every data subject has the right to lodge an effective complaint with an independent and impartial tribunal established by law as laid down in Article 6 paragraph 1 of the Convention for the Protection of Human Rights and Fundamental Freedoms as well as an independent supervisory authority as laid down in Article 1 of the Additional Protocol of 8 November 2001 to the Council of Europe Convention for the Protection of Individuals with regard to Automatic Processing of Personal data, where his or her rights to data protection are infringed and that the data subject is given the possibility to seek an effective remedy and compensation. The detailed rules for the procedure to assert these



rights shall be governed by the relevant national legal provisions of the Party where the data subject asserts his rights. In case of a request to assert these rights, the authority possessing the data in question gives the transmitting authority the opportunity to comment before a decision is taken.

(5) Transmitted personal data shall only be further transmitted to third parties, if the transmitting Party has given their written authorisation.

(6) Transmitted personal data shall be erased as soon as they no longer serve the purpose of the transmission or the reason for the transmission ceased.

(7) On request of the transmitting authority, the receiving authority shall inform about any processing of the received data and the results achieved therewith.

### **Article 18**

#### **Entry into Force**

(1) The Agreement is concluded for an indefinite period of time.

(2) The Agreement shall enter into force on the first day of the third month following the date of the receipt of the last notification that the internal legal requirements necessary for its entry into force have been fulfilled.

### **Article 19**

#### **Impact of this Agreement on Other Agreements**

This Agreement does not prejudice the rights and obligations of the Parties arising from other international agreements.

### **Article 20**

#### **Settlement of Disputes**

The Parties shall resolve disputes regarding the interpretation or implementation of this Agreement through mutual consultation and negotiation.

### **Article 21**

#### **Amendments**

(1) The Parties may amend this Agreement by concluding a separate protocol that shall enter into force in accordance with paragraph 2 of Article 18 of this Agreement.

(2) Written notices from the Parties regarding changes to the contact information on competent authorities and their addresses, telecommunication links, and points of contact shall not be regarded as amendments to this Agreement.

### **Article 22**

#### **Termination of the Agreement**

(1) Either Party has the right to terminate this Agreement in writing through diplomatic channels. Termination of the Agreement shall take effect three months from the date of receipt of the notification of its termination.

(2) Termination of this Agreement shall not prejudice obligations resulting from its implementation, which are still applicable at the date of the termination.

Signed at \_\_\_\_\_ on \_\_\_\_\_, in two original copies in the English language.

**For the Government of  
the Republic of Serbia:**

**For the Government of  
the Republic of Austria:**

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