**AGREEMENT**

**between**

**the Government of the Republic of Slovenia**

**and**

 **the Council of Ministers of the Republic of Albania**

**on cooperation in protection against natural and other disasters**

 The Government of the Republic of Slovenia and the Council of Ministers of the Republic of Albania (hereinafter referred to as "the Parties");

Convinced of the necessity of mutual cooperation in preventing and mitigating the consequences of natural and other disasters (hereinafter referred to as "disasters");

Considering the role of the European Union, the United Nations, and other international organisations in terms of protection against natural and other disasters;

Have agreed as follows:

**Article 1**

**Purpose of the Agreement**

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

 (2) Cooperation between the Parties shall follow the principles 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) Exchange of scientific and technical knowledge, and the transfer of expertise and experience in protection against disasters;

(b) Education and training of personnel who participate in protection and rescue activities;

(c) The development and production of protection and rescue equipment;

(d) Mutual notification of disaster risks and their consequences;

(e) Assistance in the event of disasters in protection and rescue, as well as the mitigation and elimination of their consequences.

 (2) For the implementation of this Agreement and the realisation of cooperation in the areas referred to in the preceding paragraph, the Parties may conclude implementing arrangements.

 (3) The Parties shall advance cooperation between national authorities, governmental and non-governmental institutions, and organisations engaged in protection against natural and other disasters.

**Article 3**

**Definition of Terms**

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

a) "Natural and other disasters" are disasters caused by natural forces, industrial activity or human activities, excluding war, which endanger life, property and the environment, and significantly worsen living conditions;

b) "Data and information on hazards" are data on natural and other disasters whose purpose is the early notification of imminent danger and the implementation of protection and other measures in ensuring security for people, property and the environment;

c) "Rescue and disaster relief" are the activities of all rescue forces and resources whose purpose is the direct and indirect mitigation and elimination of the consequences of disasters;

d) "Rescue teams and individual experts" are appropriately 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 medication and medical devices, rescue equipment, means of transport (vehicles, vessels and aircraft), and technical and other means used by rescue teams and individual experts providing assistance;

f) "Humanitarian aid" is food, potable water, medications, medical devices and other items intended for free distribution to the affected or at-risk population as assistance in mitigating the consequences of disasters;

g) The "receiving State" is the Party whose competent authorities request disaster relief from the other Party;

h) The "sending State" is the Party whose competent authorities grant the other Party’s request for assistance;

i) A "country of transit" is a country whose territory is crossed by rescue teams, individual experts and equipment for the needs of the Parties.

**Article 4**

**Competent Authorities**

1. The competent authorities for the implementation of this Agreement shall be:
* in the Republic of Slovenia: the Ministry of Defence – Administration of the Republic of Slovenia for Civil Protection and Disaster Relief;
* in the Republic of Albania: the Ministry of Defence – National Agency for Civil Protection.

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

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

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

**Article 5**

**Cooperation between Humanitarian Organisations**

The Parties shall encourage cooperation between their humanitarian organisations in the field of protection against disasters.

**Article 6**

**Exchange of Knowledge and Experience**

(1) The Parties shall inform each other of scientific and technical findings and experience for the purpose of anticipating and eliminating the consequences of disasters, as well as achieving more efficient protection and rescue, and shall ensure the exchange and transfer of expertise and experience in protection against disasters.

(2) The Parties shall exchange information on applicable national law in the area of protection against disasters.

(3) The Parties shall also strive for the efficient use of the results and findings of scientific and technical cooperation on protection against disasters in economic and other forms of cooperation.

**Article 7**

**Education and Training**

The Parties shall promote mutual cooperation in the education and training of personnel who participate in protection and rescue activities, particularly in the following manner:

a) Through the establishment of direct links and cooperation between educational organisations and the exchange of lecturers, instructors and other experts;

b) Through the organisation of education and training of personnel;

c) Through the exchange of educational and teaching materials or equipment, and of experience gained during protection and rescue activities;

d) Through the organisation of joint exercises in protection and rescue.

**Article 8**

**Development and Production of Protection and Rescue Equipment**

The Parties shall encourage cooperation between government institutions and business entities in the technological development and production of protection and rescue equipment.

**Article 9**

**Notification of Threats and Disasters**

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

(2) The 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, and the protective 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) The notification of a threat or disaster may be communicated in writing or orally in the English language. An oral notification must be confirmed in writing.

(5) The competent authorities referred to in paragraph 1 of Article 4 of this Agreement shall be responsible for the notification of threats and disasters and for sending and receiving requests for assistance.

**Article 10**

**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.

1. The request for assistance referred to in paragraph 1 of this Article must contain information on the type and scope of the required assistance, information on the institutions and people with whom contact is to be established and which are responsible for accepting particular types of assistance, and a proposal for the manner of providing assistance.
2. In addition to the information referred to in paragraph 2 of this Article, a request for humanitarian aid in the form of medication and medical devices must include a list of all the necessary documents required by the receiving State for medication and medical devices crossing its borders.

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

**Article 11**

**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 and in the elimination of a disaster’s consequences, the Parties shall grant rescue teams and individual experts providing assistance a simplified procedure for crossing the state border, taking into account the applicable entry conditions.
2. Members of rescue teams and individual experts may – in accordance with the applicable regulations of both Parties – enter the territory of the Parties without a visa when performing the tasks referred to in point e, paragraph 1 of Article 2 of this Agreement. Members of rescue teams and individual experts must carry a document that enables them to be present in the receiving State's territory, and a list of all rescue team members and individual experts.
3. 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.
4. Members of rescue teams and individual experts providing assistance must carry relevant official documents that prove their identity at all times.
5. Members of rescue teams and individual experts providing assistance shall be

entitled to wear their uniforms in the territory of the other Party.

1. It shall be prohibited to bring weapons, ammunition or explosive ordnance into the

territory of the other Party.

1. The facilities created for this purpose shall be in accordance with the legislation of

the Receiving State.

**Article 12**

**Transit Assurance**

1. When a third country is providing disaster relief to a Party in accordance with the

relevant agreements concluded between them, where the other Party is acting only as a country of transit, the provisions of Article 11 of this Agreement shall apply, as appropriate, to crossing the state border and to the stay of rescue teams and individual experts providing assistance in the territory of the other Party .

1. 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 an appropriate escort during transit, in accordance with their national legislation.

**Article 13**

**Security Clearance**

1. No security clearance shall be required for rescue team members and individual

experts staying and working in the facilities or districts of facilities requiring special supervision of the movement of personnel when they perform the tasks under this Agreement.

1. Before arrival, the sending State must provide the receiving State with a list

of names of all the rescue team members and individual experts.

 **Article 14**

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

(1) In the event of disasters, the Parties shall simplify the procedures concerning the temporary import, export and transportation of protection, rescue and other equipment across the state border. When crossing the state border, the rescue team leader and individual expert must submit only 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 only take such protection, rescue and other equipment across the state border as is required for their own provision and operation.

(3) No international prohibitions or restrictions applicable to the import and export of commercial goods shall apply to the temporary import and export of protection, rescue and other equipment. Should the protection, rescue and other equipment go unused, it must be returned to the sending State. In the event 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 said equipment. This authority shall relay this information to the relevant customs authorities. In this case, the regulations of the receiving State shall apply, in accordance with its internal legislation.

(4) The provisions of paragraph 3 of this Article shall also apply to the import of medicinal products containing narcotics and psychotropic substances into the receiving State, 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 to be the import and export of goods in foreign trade. Medicinal products 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 sending State and based on the list of these medicinal products, or prescription for these medicines.

(5) The Parties shall simplify the procedures concerning the temporary import, export and transportation of protection, rescue and other equipment across the state border for conducting joint education and training in protection and rescue under Article 7 of this Agreement.

**Article 15**

**Use of Aircraft and Vessels**

(1) Aircraft and vessels may be used for the 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 immediately 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, the planned flight or navigation route, and the location of the arrival.

(3) The provisions of Article 11 of this Agreement related to crossing the state border apply as appropriate to aircraft and vessel crews, and to rescue teams and individual experts providing assistance. The provisions of Article 12 of this Agreement shall apply to transport of aircraft and vessels, protection and rescue equipment, and disaster relief.

(4) The laws and regulations of one Party governing entry into and departure from its

territory of aircraft engaged in humanitarian and search and rescue operations  and the operation and navigation of such aircraft while within its territory, shall be applied to aircraft  of the other Party. Each flight plan must contain the 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 applicable in an individual state.

 (5) The regulations of the Parties with regard to navigation on inland waterways and international regulations and standards shall apply to the use of vessels.

**Article 16**

**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 17**

**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 the heads of rescue teams and individual experts of the sending State, who shall in turn inform their subordinates of the details of the tasks’ execution.

**Article 18**

**Receiving State Support for Rescue Teams' and Individual Experts' Operations**

The authorities of the receiving State shall provide comprehensive support to the rescue teams and individual experts of the sending State who are performing protection and rescue tasks and providing assistance.

**Article 19**

**Costs of Assistance**

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

(2) The costs of assistance provided by legal or natural persons through the sending State shall be covered by the receiving State. The receiving State must request this assistance directly and agree to reimburse the costs of the assistance provided.

(3) The means of transport used for the provision of assistance shall be exempt from payment for the use of the transport infrastructure and possible charges or other contributions.

1. If rescue teams and individual experts providing assistance run out of the supplies they brought with them, the receiving State shall cover the costs of their upkeep, accommodation and the required supplies until the completion of their task of assistance. If necessary, suitable logistical support and medical care shall be provided to them.
2. Before arriving in the receiving State’s territory, rescue teams and individual experts providing assistance must have appropriate health insurance to cover potential treatment costs.

**Article 20**

**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 was caused by the rescue team or individual expert assisting in performing the rescue and disaster relief tasks under this Agreement, and that the damage was not intentional.

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

(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 own rescue teams and individual experts providing assistance, except in cases where the damage is inflicted intentionally by the sending State’s rescue teams or individual experts providing assistance.

(4) The damage liabilities 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 event that they are countries of transit.

**Article 21**

**Protection of Information and Data**

The information and data obtained while performing tasks under this Agreement, with the exception of information and data that is not permitted to be exchanged, published or freely disseminated in accordance with the Parties' legislation, may be exchanged, published or transmitted to other legal and natural persons in accordance with the regulations of both Parties, unless otherwise agreed upon by the competent authorities for the implementation of this Agreement.

**Article 22**

**Use of Information and Communication Means**

(1) The competent authorities of the Parties shall provide 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 upon rules of communication. The Parties’ competent authorities shall also provide internet access.

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

**Article 23**

**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 24**

**Settlement of Disputes**

The Parties shall resolve disputes concerning the interpretation or implementation of this Agreement exclusively by mutual consultation and negotiation.

**Article 25**

**Amendments**

1. This Agreement may be amended by the written agreement of both Parties. Any amendments to the Agreement shall enter into force in accordance with of Article 26, paragraph 2.

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

**Article 26**

**Entry into Force and Termination**

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

 (2) This Agreement shall enter into force on the date of the receipt of the last of the written notifications by which the Parties inform each other that the internal legal requirements, necessary for its entry into force, have been fulfilled.

(3) Each Party may terminate this Agreement at any time in writing through diplomatic channels by giving a three months written notice of termination to the other Party.

(4) The termination of this Agreement shall not prejudice the obligations concerning its implementation which are still applicable at the date of its termination.

Done at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in two originals in the English language.

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| **For the Government of****the Republic of Slovenia** | **For the Council of Ministers of the** **Republic of Albania** |

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