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<i>Ratificated</i>		<i>Date of ratification</i>	
<i>Entering into force</i>	02.05.2012	<i>Lapsed</i>	

**AGREEMENT BETWEEN THE GOVERNMENT OF THE SWISS CONFEDERATION AND THE GOVERNMENT OF THE REPUBLIC OF ARMENIA CONCERNING THE COOPERATION IN THE EVENT OF EMERGENCY SITUATION**

## AGREEMENT

**between the Government of the Swiss Confederation and the Government of the Republic of Armenia concerning the Cooperation in the Event of Emergency Situation**

The Government of the Swiss Confederation and the Government of the Republic of Armenia

- considering that assistance in the event of an emergency situation is an integral part of Switzerland's policy of international solidarity; convinced of the need for cooperation between the two countries in order to facilitate assistance in the event of an emergency situation;

have agreed on the following provisions:

### Article 1. Object

The aim of the present agreement is to define the detailed procedures under which the Government of the Swiss Confederation (hereinafter referred to as Switzerland) shall place at the latter's disposal the Emergency and Recovery Team of Swiss Agency for Development and Cooperation (hereinafter referred to as SDC) in an area exposed to an emergency situation. The acceptance of the Government of the Swiss Confederation shall be in response to the request by the Government of the Republic of Armenia that is according to the provisions hereafter contained.

### Article 2. Scope of the Agreement

The present Agreement applies to any Assistance of Switzerland to the Government of the Republic of Armenia during an emergency situation. The assistance entails any deployment during the disaster day(s), the Emergency Period, the Recovery Period.

Any assistance before or after those periods is not covered by the present agreement. Assistance may be provided during the Reconstruction Period and Preparedness Assistance based on further project agreements.

The present Agreement also applies to Institutions mandated by SDC assisting Switzerland during an emergency situation.

### Article 3. Definitions

In the terms of the present agreement, the following expressions shall mean:

- " Requesting Party "            Shall mean the Government of the Republic of the Armenia
- Assisting Party                    Shall mean the Government of the Swiss Confederation

" Contracting Parties "	Shall mean both the Government of the Republic of Armenia and the Government of the Swiss Confederation
" Area exposed to which is the emergency the situation "	Shall mean an area within the territory of the Republic of Armenia struck by an emergency situation and which, in the judgment of Requesting Party, needs assistance
" Emergency and the emergency Recovery Team "	Shall mean specialists of SDC sent to the area exposed to situation, having in the judgment of the Assisting Party the requisite professional and technical expertise in the area of deployment.
" Assistance "	Shall mean the following activities: 1. Live saving measures 2. Assistance to victims ( medical, shelter, water and sanitation) 3. Damage assessment 4. Recovery measures Assistance is provided directly, by the Emergency and Recovery Team, or Indirectly, by Institutions mandated by SDC, or by other means
" Emergency situation "	Shall mean an event of sudden emergency whether natural or man-made, such as natural disaster, crisis or a serious accident An emergency situation in terms of the present agreement covers the time period including the disaster day(s), the Emergency
Period,	the Recovery Period. It may also include the Reconstruction
Period project	and the Prevention Preparedness Assistance based on further agreements
" Equipment for the "	Materials, telecommunications and personal equipment intended Emergency and Recovery Team
" Aid supplies "	Means equipment and materials designated for to the affected population
" Operational necessary requirement Recovery	Means materials and aid supplies obtained locally which are for the deployment, as well as supplies for the Emergency and
water)	Teams, such as services ( i.e. interpreter) goods ( i.e. vehicles, fuel),
agreement	and procedures ( i.e. import, guidance, management ) as in with the Requesting Party

#### Article 4. Competent authorities

4.1. The authorities specified below shall be competent to execute the present agreement:

a) for the Government of the Republic of Armenia: acting through:

- The Ministry of Emergency Situations

b) for the Swiss Confederation: the SDC acting through:

- its Headquarters in Bern (Steering)

- and in the area exposed to the emergency situation its Emergency and Recovery Team which is lead by the Team Leader.

4.2. The authorities mentioned above may communicate directly with one another

4.3. The addresses and telephone number, fax number and e-mail address of the authorities mentioned above, as well as those of any authorities which they may have appointed for the execution of their responsibilities are set out in Annex 1 of the present agreement. The Contracting Parties shall communicate through diplomatic channels set out in Annex 1.

## Article 5. Initiation of Assistance

5.1. The deployment of the Emergency and recovery Teams on the territory of the Republic of Armenia shall be decided by mutual agreement between the competent authorities pursuant to Article 4 Section 1.

5.2. The deployment of the Emergency and Recovery Team shall take place as quickly as possible and on the basis of a request by the Government of the Republic of Armenia. The request and acceptance shall be addressed through diplomatic channels to the authorities set out in Annex I.

5.3. In accordance with the requirements of Article 8, the SDC shall, as soon as may be, provide to the appropriate authorities of the Requesting Party, a tentative comprehensive list of personnel (of the Emergency and Recovery Team and Institutions mandated by the SDC respectively), equipment and personal effects that the Assisting Party requests to import in order to accomplish the deployment. At the same time, the SDC shall communicate the intended ways of transportation pursuant to Article 8 Section 2 of the present Agreement.

## Article 6. Type of Assistance

The assistance according to the present agreement shall be provided by the SDC directly, or indirectly by institutions mandated by the SDC and, where necessary, by other appropriate means. The Emergency and Recovery Team sent to the area exposed to the emergency situation shall be professionally trained according to international standard.

## Article 7. Financial Aspect / Finance

7.1 The assistance supplied by the Assisting Party shall be free of charge.

7.2 If the needs of the deployment require it and upon request of the SDC, the Requesting Party shall, at its own cost, make available to the Emergency and Recovery Team the operational requirements necessary for the realization of their deployment for the duration of the latter's stay on the territory of the Requesting State.

## Article 8. Obligations during emergency deployment

8.1 The present agreement obliges the Contracting Parties to act as follows:

1. The Contracting Parties shall take all measures necessary to guarantee an effective, rapid and appropriate assistance.
2. The competent authorities shall take all measures necessary to ensure that the assistance reaches the area exposed to the emergency situation in the shortest possible time.

3. The Contracting Parties shall send the Emergency and Recovery Team, equipment, aid supplies and operational requirements and surface, by air, or by water so as to reach the areas supposed to the emergency situation within the shortest time, in the most effective way and appropriate to the situation.

8.2 The present agreement obliges the requesting Party to act as follows:

1. **Coordination of the deployment:** The requesting Party shall - as far as it is not unable to act - coordinate the deployment and the assistance.

2. **Coordination among the assisting entities:** The Requesting Party shall - as far as it is not unable to act - coordinate among the assisting entities such as NGOs, States and Organizations.

3. **Waiver of formalities for material:** The Requesting Party shall exempt all assistance from formalities, notably formal requirements for equipment and aid supplies. - The competent authorities of the Requesting Party shall ensure easy entry and exit without late or hindrance of persons and equipment at the borders of the Requesting State.

4. **Waiver of formalities for dogs:** The Requesting Party shall ensure easy entry of search and rescue dogs into its territory: All veterinary formalities, including quarantine for the admission of the dogs, shall be waived.

5. **Waiver of formalities for imported and re-exported material:** The Requesting Party shall insure the entry into the territory of the equipment and aid supplies, their storage and their re-export. No import/export or customs documents shall be requested or established.

6. **Waiver of duties and taxes for persons and material:** The Requesting Party shall exempt the Emergency and Recovery Team, its equipment and aid supplies used during the deployment, or re-exported immediately after the deployment, from all customs, direct and indirect taxes and other duties such as import and export duties and charges.

7. **Waiver of duties and taxes for cash:** The Requesting Party shall exempt the Emergency and Recovery Team, from all customs, direct and indirect taxes and other duties such as import duties and charges levied on cash.

8. **Waiver of formalities for narcotics:** In the framework of the present agreement, the Requesting Party shall not consider the import of narcotics or the re-export of any quantity unused immediately after the deployment, as import or export within the meaning of the international agreements on narcotics.

9. **Grant of airspace Rights:** In the framework of the present agreement, the Requesting Party shall guarantee to aircrafts used by the Assisting Party for the purpose of the deployment the right to over-flight in the airspace of the territory of the

Requesting State, and of landing at and take off from the airport near the area exposed to the emergency situation or the designated by the Requesting Party, even outside customs airports. For the duration of the deployment, the aircraft used by the Assisting Party shall be admitted to the territory of the Requesting State under the temporary admissions system, without customs formalities. The Requesting Party shall ensure arrangements for landing and take-off of aircrafts used by the Assisting Party.

**10. Border and import control:** The Requesting Party shall facilitate controls such as immigration, customs, health and agriculture at airports, in harbors and at any border or customs control.

**11. Right of displacement:** The Requesting Party shall support the Assistance in all its phases, including the entry, stay, displacement and exit, individually or collectively, of the members of the Emergency and Recovery Team on the territory of the Requesting State, and to take all necessary measures, including the provision of adequate facilities to enable the Emergency and Recovery Team to carry out its duties in the safest and most effective way.

**12. Right to use telecommunication systems:** The Requesting Party shall ensure the use by the Emergency and Recovery Team of existing telecommunication systems or the use of special frequencies, or both, or the establishment by the Emergency and Recovery Team of an emergency telecommunications system.

8.3 The present agreement obliges the Assisting Party to act as follows:

**1. Rapid transportation:** The Assisting Party shall ensure rapid transportation to the area exposed to the emergency situation.

**2. Declaration of personnel and material:** The Team Leader shall present immediately at the border of the territory of the Requesting State or at the first point of embarkation, or at the latest as soon as the competent authorities request, a comprehensive list of members of the Emergency and Recovery Team or Institutions mandated by the SDC respectively, equipment and aid supplies in an organized manner. The persons shall be in possession of not expired identity cards, and any dog be covered by valid vaccination certificates.

**3. Declaration of transport means:** The Assisting Party shall communicate to the competent authorities of the Requesting Party immediately when deciding the intention to using aircrafts or other transport means during the deployment with precise indications: the aircraft's type and registration number, flight crew, load, times of take off and landing, intended route and place of landing.

**4. Use and re-exportation:** All imported material, including equipment, shall be used or - if not- re-exported immediately after the deployment. The Assisting Party shall ensure that no equipment, aid supplies or other imported material stays in the country or is sold. It shall on its account re-export unused equipment immediately after the completion of the deployment.

**5. Import of narcotics:** The Assisting Party shall import narcotics only in the context of urgent medical needs. Only qualified medical personnel shall be allowed to utilize them according to the legal standards of Switzerland.

8.4. Section 8 shall also be applicable to persons having to be evacuated. The Assisting Party shall identify them and communicate their identity afterwards to the competent authorities of the Requesting Party.

#### Article 9. Request details

9.1. When making a request for aid, the authorities of the Requesting Party shall specify the tasks which they intend to entrust to the Assisting Party, without entering into the details of their implementation. They shall mention other Countries assisting in the disaster in order to coordinate between them.

9.2. The Requesting Party shall deliver all directives addressed to the Emergency and Recovery Team only to the Team Leader.

9.3. The authorities of the Requesting Party shall provide during the whole deployment assistance to the Emergency and Recovery Team and protection to the Emergency and Recovery Team and its equipment.

#### Article 10. Liability

In the framework of the present agreement the Requesting Party undertakes to assume responsibility for any damage caused by the members of Emergency and Recovery Team in caring out their deployment, unless such damage has been caused intentionally or through gross negligence.

#### Article 11. Prevailing clauses

The present agreement shall not affect any multilateral agreement concerning disaster relief and applicable to the Contracting Parties which entered into force before or after the present agreement.

#### Article 12. Cooperation between the competent authorities

The competent authorities designated in Article 4 shall cooperate in particular with the aim of

- achieving specific measures aimed at facilitating the provision of the aid mentioned in the present agreement.

- making forecasts, and preventing and overcoming the consequences of any emergency situation by the exchange of relevant experience and information.
- exchanging information about the risks and the eventual damages which may occur in the respective territories of the parties.
- seeking out and identifying persons and goods damaged during aid deployments pursuant to the current legislation of the Contracting Parties; and enquiring into the causes of any accident

### **Article 13. Anti-Corruption Clause**

The Contracting Parties the activity of the Emergency and Recovery Team. share a common concern in the fight against corruption which jeopardizes good governance and the proper use of resources needed for development, and, in addition, endangers fair and open competition based on price and quality. They declare, therefore, their intention of combining their efforts to fight corruption and, in particular, declare at any offer, gift, payment, enumeration, or benefit of any kind whatsoever and considered as an illegal act or corrupt practice has not been nor will be made, directly or indirectly to any person whomsoever in view of the award or execution of the present Agreement. Any act of this kind constitutes sufficient grounds to justify annulment of the present Agreement, the procurement of resulting award, or for taking any other corrective measures foreseen by applicable law.

### **Article 14. Interpretation of the present Agreement**

The Contracting Parties undertake to resolve through diplomatic channels any differences relating to the interpretation of the terms of the present agreement or the execution of the services referred to in it.

### **Article 15. Additions and Amendments**

With the consent of both parties, the present Agreement may be modified. Any modification or amendment to the present Agreement shall be made in writing and through official channels and following the same procedures as for the entering of the present Agreement.

Amendments or modifications shall be drafted in the form of Protocols and form integral part of the present Agreement.

### **Article 16. Entering into force and validity**

16.1 The present agreement shall enter into force one month after the last notification confirming the completion of the national procedures necessary for its entry into force.

16. 2 It shall be in force for five years, renewable tacitly, from year to year, subject to termination on at least three months notice in writing given by one or other Contracting Party.

Done in Yerevan this 8 day of December 2008 in two originals in the Armenian and English languages, both texts being equally authentic.

In case of divergence of interpretation, the English text shall prevail

#### ***Annex: Communication Addresses***

##### **The Government of the Swiss Confederation**

SDC - Swiss Agency for Development and Cooperation  
Swiss Humanitarian Aid Unit (SHA)  
Sägestrasse 77 Köniz  
3003 Berne  
Switzerland  
+41 31 322 31 24(tel)  
+41 31 324 16 94 (fax)

##### **The Government of the Republic of Armenia**

Ministry of Emergency Situations  
Pushkin Street 25 Yerevan, Armenia  
+374 10 530432 (tel/fax)

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*The Agreement has entered into force on 02.05.2012.*