

AGREEMENT
BETWEEN
THE REPUBLIC OF AUSTRIA
AND
THE HASHEMITE KINGDOM OF JORDAN
ON MUTUAL ASSISTANCE
IN THE CASE OF DISASTERS OR SERIOUS ACCIDENTS

The Republic of Austria
and
the Hashemite Kingdom of Jordan,

hereafter the parties to the Agreement, convinced of the necessity of cooperation of their countries for facilitating mutual assistance in the case of a disaster or a serious accident, have agreed as follows:

Article 1
Subject

This Agreement governs the general framework for voluntary aid in the case of a disaster or a serious accident in the state requesting such aid, through diplomatic channels or by the authorities named in Article 3, Para.1 of this Agreement, from the respective other party to the Agreement, by relief actions from rescue teams or individuals or by deployment of materials or provision of information.

Article 2
Definitions

In this Agreement

“Disaster or serious accident” shall refer to an event that has already occurred or is imminent, of extraordinary dimensions, limited in time and space and partly or fully out of control, arising from the operation of technical facilities, from destructive natural forces, or from the handling or transport of hazardous materials, and which may endanger the life or health of persons or animals, constitute a danger to property and the environment, and may lead to considerable economic losses or ecological damage, and clearly exceeds the capacity of the affected party to the Agreement to deal with it alone.

“Requesting state” shall refer to that party to the Agreement whose competent authorities, as named under Article 3, Para.1 of this Agreement, request aid from the other party to the Agreement.

“Offering state” shall refer to that party to the Agreement whose competent authorities, as named under Article 3, Para.1 of this Agreement, offer aid to the state that requested it.

“Equipment” shall refer to materials, particularly technical facilities, means of transport and rescue dogs required for the task, and to goods used for own needs.

“Relief items” shall refer to goods intended for delivery free-of-charge to the affected people living in the requesting state.

“Intervention teams” shall refer to specially trained military and non-military units furnished with appropriate equipment and aid material as specified by the offering state.

“Individuals sent for rescue tasks” refers to one or more persons furnished with appropriate equipment and relief items as determined by the offering state.

Article 3 Competence

(1) Regardless of the diplomatic channel, assistance may be requested and requests for assistance be accepted, as well as other types of cooperation under this Agreement be decided upon by the following authorities:

- The Federal Minister of the Interior for the Republic of Austria.
- The Minister of the Interior for the Hashemite Kingdom of Jordan.

(2) Both parties to the Agreement will name the addresses and telecommunication connections of the authorities mentioned in Para.1 of this Article and their contact points via diplomatic channels. The contact points will be accessible on a 24 hours basis.

(3) In executing this Agreement, the authorities of the parties to the Agreement named in Para.1 of this Article are entitled to get into immediate direct contact.

(4) The parties to the Agreement will inform each other immediately of any changes concerning the competence of the authorities named in Para.1 of this Article.

Article 4 Type and Scope of Assistance

(1) Assistance may be provided by the deployment of intervention teams or individuals sent for rescue tasks, by relief items or by other suitable means of assistance which shall be negotiated between the authorities named in Article 3, Para.1 of this Agreement.

(2) The requesting authority, in making the request, will preferably use the language of the requested party or english language.

(3) The intervention teams may be deployed for fire fighting , fighting nuclear or chemical threats and other disasters and serious accidents, providing medical assistance, conducting rescue and relief operations and carrying out other countermeasures.

(4) The transport of intervention teams, individuals sent for rescue tasks as well as equipment and relief items may be conducted by road, air or waterways.

Article 5 Border-Crossing and Temporary Stay

(1) In order to secure the efficiency of quick assistance, the parties to the Agreement will reduce border formalities to an absolute minimum.

(2) The members of an intervention team are not required to have a visa or a residence permit during their assistance in the requesting state. Only the leader of the intervention team is required to present an official paper evidencing his position or his mission and a list of names of the members of the intervention team, both either in the language of the requesting state or in english language.

(3) The members of the intervention team and individuals sent for rescue tasks require no work permit for their activities carried out within the framework of assistance in the state of the other party to the Agreement.

(4) The members of an intervention team may wear uniforms in the requesting state if this is part of their regular outfit. The intervention team of the offering state is entitled to use their own warning signs and signals on their vehicles.

Article 6 Border-Crossing Equipment and Relief Items

(1) The parties to the Agreement will facilitate the border-crossing procedure for equipment and relief items.

(2) The leader of the intervention team shall only be required to present to the border control authorities of the requesting state a list of the equipment and relief items to be taken across the border, in the language of the requesting party to the Agreement or in english language.

(3) Intervention team members or individuals sent for assistance tasks are not allowed to carry goods with them other than equipment and relief items and are not allowed to take weapons and ammunition into the territory of the requesting state.

(4) The restrictions or prohibitions applicable for border-crossing goods will not apply to the transport of equipment and relief items. Equipment and relief items not used or destroyed shall be re-exported from the requesting state. Equipment left behind as relief items will be specified as to type, amount and place and reported to the authority of the requesting state, as named in Article 3, Para.1, for notification of the competent customs authority.

(5) The provisions of Para. 2 and Para. 3 shall apply also to the import of drugs and psychotropic substances into the requesting state and to the re-export of the unused amounts into the offering state. This goods traffic is not regarded as import and export in terms of international agreements on drugs and psychotropic substances. Drugs and psychotropic substances may be taken along only with the proviso of a definite medical requirement and must be administered only by qualified medical

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personnel in compliance with legal regulations of the party to the Agreement to which the intervention team or the individual sent for assistance belongs to. The amounts of drugs and psychotropic substances used will be entered into the statistics of the offering state.

(6) On condition of reciprocity, the parties to the Agreement agree to the temporary use, free of charge, of the equipment in the requesting state without formal procedure or guarantees, and to exempting relief items from all customs duties, taxes and other charges, provided they are consumed or left behind in the requesting state.

Article 7 Use of Aircraft

(1) Aircraft may be used not only for the rapid deployment of aid teams according to Article 4, Para. 4 of this Agreement, but also for other types of assistance.

(2) Both parties agree that aircraft deployed in compliance with Para. 1 of this Article from the territory of the other state, may overfly the territory of both states and take off and land also at places which are not customs airports or licensed airports.

(3) The use of aircraft during relief operations must be communicated without delay to the air traffic control authorities, referring to this Agreement and giving precise details regarding the type and registration number of the aircraft, its crew, cargo, time of departure, and intended route and place of landing.

(4) By analogy

(a) Article 5 of this Agreement shall apply to the aircraft crew and intervention team members;

(b) Article 6 of this Agreement shall apply to the aircraft and other equipment and relief items in the aircraft.

(5) The air-traffic regulations of the parties to the Agreement shall be observed, except where Para. 2 and Para. 3 of this Article apply. The aircraft deployed must have a license for the specific type of operation in the offering state.

(6) The use of military aircraft is subject to the consent of the requesting state.

Article 8 Co-ordination and Management

(1) The co-ordination and management of rescue and relief operations is exclusively the responsibility of the authorities of the requesting state.

(2) Orders to intervention teams of the offering state shall be directed exclusively to the team leaders, who will decide how to implement them and instruct their teams accordingly.

(3) The authorities of the requesting state shall within their scope provide help and protection to the intervention teams or individuals sent for rescue tasks of the offering state.

Article 9 Costs of the Operation

(1) The offering state is not entitled to reimbursement of costs of assistance by the requesting state. This applies also to costs that arise through the use of, damage to or loss of equipment.

(2) Para.1 of this Article shall not apply if the costs of assistance are fully or partially recovered. Reimbursement of the offering state shall have priority.

(3) The requesting state will bear the costs of relief operations performed by natural or legal persons that the offering state merely makes available on request.

(4) For the duration of the operation, the requesting state shall, at its own expense, provide logistical support and medical assistance for the intervention teams and the individuals sent for rescue tasks of the offering state.

Article 10 Damages and Compensation

(1) Both parties to the Agreement renounce any claim that may exist against the other party or its individuals sent for rescue tasks concerning compensation for

(a) Damage to property caused by an individual in connection with the task he/she was ordered to perform;

(b) Physical injury, damage to health or the death of an individual in connection with the task he/she was ordered to perform,

unless it is a case of proven fraud or serious misconduct.

(2) The requesting state is liable for any damage afflicted to third persons by a person of the offering state as the result of relief operations in the territory of the requesting state with the same legal regulations applying as if the damage were inflicted by a person of the requesting state.

(3) The requesting state has no right of recourse against the offering state or its persons ordered to render assistance. The requesting state, however, has a right of recourse if a person ordered by the offering state to give assistance inflicts a damage on a third person intentionally or by gross negligence.

(4) The parties to the Agreement will cooperate closely in compliance with their national legal regulations to facilitate the settling of claims for damages and compensation, and exchange in particular all available information on claims as defined by this Article.

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Article 11 Telecommunication

The authorities named in Article 3, Para.1 of this Agreement will take all necessary measures for the establishment of a reliable connection between the authorities and the intervention teams at the place of action.

Article 12 Completion of the Relief Operation

The intervention teams or the individuals sent for rescue tasks must cease their operations immediately if this is demanded by the requesting state or when their task is finished. Thereafter, all intervention teams and individuals sent for rescue tasks will leave the territory of the requesting state without delay.

Article 13 Other Forms of Cooperation

- (1) The parties to the Agreement will cooperate in compliance with the national legislation, particularly
 - (a) On the prevention of disasters and severe accidents or the mitigation of their consequences by the exchange of scientific-technological information and provision of meetings, research programmes, courses and exercises for relief operations on the territory of the parties to the Agreement.
 - (b) On the exchange of information about dangers and damage that may arise and affect the territory of the other party to the Agreement; mutual information includes also the transfer of measured data.
- (2) The provisions of this Agreement shall apply analogously also for cooperation in the fields of training and joint exercises pursuant to Para.1 of this Article.
- (3) The costs for cooperative training are borne as follows:
 - (a) The sending party pays for the travel of its participants to and from the place of training and also for their return in the case of sickness or death.
 - (b) The host country bears the cost for board and lodging and also for first-aid medical care.

Article 14 Settlement of Disputes

Disputes on the application of this Agreement which cannot be settled by the authorities named in Article 3, Para. 1 will be settled via diplomatic channels.

Article 15 Other Contractual Arrangements

Contractual arrangements presently existing between the parties to the Agreement are not affected.

Article 16
Concluding Provisions

- (1) This Agreement shall be valid for an indefinite period of time.
- (2) This Agreement shall come into force on the first day of the second month following the month in which the parties to the Agreement have stated in writing via diplomatic channels that the legal national requirements for the coming into force are met.
- (3) This Agreement may be terminated in writing at any time via diplomatic channels; it will then cease to be valid six months following the day of receipt of notice.

DONE at Amman, on March 13, 2004 in three originals, each in German, Arabic and English and authentic in text. The English text shall prevail in the case of differences in the interpretation.

For the Republic of Austria:

Dr. Ernst STRASSER

For the Hashemite Kingdom of
Jordan:

Samir HABASHNEH