

AGREEMENT between Governments of Member States of Shanghai Cooperation Organization on Cooperation in Delivery of Assistance for Emergency Liquidation

(Moscow, October 26, 2005)

Member states of the Shanghai Cooperation Organization shall be the parties to this Agreement (further – Parties),

- realizing the danger borne by emergencies,
- recognizing that cooperation in prevention and liquidation of emergencies will facilitate the welfare and security of member states of the Shanghai Cooperation Organization,
- based on interdependence of ecological systems of member states of the Shanghai Cooperation Organization that call for the conduct of coordinated policy in emergency prevention and liquidation as well as organization of environmental monitoring,
- taking into account potential occurrence of emergencies that may not be liquidated by services and means of one of the Parties and ensuing need for coordinated actions of the Parties with a view of emergency prevention and liquidation,
- willing to extend the developing regional cooperation in order to include the delivery of assistance in case of emergency and putting joint efforts to ensure effective and coordinated assistance to affected population;
- supporting the efforts of the United Nations Organization and other international organizations towards the delivery of international assistance in emergencies,

HAVE AGREED AS FOLLOWS:

Article 1

Definitions

The terms employed in this Agreement shall have the following meanings:

“Requesting Party” means the Party that request other Parties to send distress units, equipment and supply materials;

“supplying Party” means a Party that meets the request of the requesting Party for sending distress units, equipment and supply materials;

“Competent Authority” means a state authority designated by each party for the administration and coordination of activities related to the implementation of this Agreement;

“Disaster Unit” means an organized team of specialists (if necessary with cynological team) from the supplying Party intended to deliver assistance in emergency liquidation and furnished with necessary equipment, and, by consent of the requesting Party, it may include military staff;

“Emergency” means a situation in the definite territory of state Parties resulted from accident, hazardous natural disaster, catastrophe, casualty or other disaster that may cause or have caused human losses, damage to human health or environment, considerable material loss and disruption of vital activities of people;

“Emergency Liquidation” means rescue and emergency works carried out upon occurrence of emergency and aiming to save lives, preserve human health, reduce environmental damage and material loss as well as contain emergency zone and terminate the effect of hazardous factors incidental thereto;

“Emergency Prevention” means a set of activities carried out beforehand and aiming at maximum possible reduction of disaster potential, preservation of human health, reduction of environmental damage and material loss should it emerge;

“Emergency Zone” means a territory in which an emergency has occurred;

“Rescue Services” means the rescue of humans, material and cultural values, protection of environment in emergency zone, emergency localization and suppression or maximum minimization of hazardous factors incidental thereto;

“Equipment” means materials, technical and transport means, equipment of disaster units and personal gear of unit members, with the exception of weapons and ammunition;

“Supply Materials” mean material funds intended for distribution among population affected as a result of emergency;

“Transit State” means a state whose government is a party to this Agreement, with the exception of the states through the territory of which disaster units, equipment and supply materials are carried;

“Third States” mean the states that are not the parties to this Agreement and that are officially recognized by all member states of the Shanghai Cooperation Organization.

## Article 2

### Principles and Forms of Cooperation

1. The Parties shall cooperate in line with the provisions of this Agreement complying with all generally recognized principles and norms of international law as well as the legislation of the states of the Parties for the purposes of immediate delivery of assistance in emergency liquidation.
2. In case of emergency or danger of its occurrence on the state territory of one of the Parties, such Party may request assistance from the other Party or Parties.
3. The Parties shall deliver each other assistance within their capacity and on the voluntary basis. The terms of delivery of assistance shall be defined by agreement between the Parties.
4. The requesting Party shall ensure fair and expedient distribution of materials among affected population without race, nationality, religion, language or other forms of discrimination. The

requesting Party shall inform the supplying Party of the target use of supply materials received as aid.

5. The Parties shall develop mutually beneficial cooperation in emergency prevention by planning joint actions in emergencies, environmental monitoring, exchange of information and specialist training.

6. Information received as a result of activity carried out within the framework of this Agreement with the exception of those not subject to disclosure in line with the legislation of the Parties shall be published and used on the basis of usual practice and normative instructions of each of the Party, unless not agreed in writing by competent authorities of state of the Parties otherwise.

### Article 3

#### Request for Assistance and Exchange of Information

1. The authorities that send requests for assistances shall be the Parties.
2. Assistance shall be delivered upon a written request specifying place, time, nature, scale and current state of emergency as well as the priorities of requested assistance.
3. The supplying Party shall in the shortest possible time review the request of the requesting Party and inform it of types and volume as well as conditions for delivery of assistance. Should it be impossible to deliver assistance, the information shall be immediately supplied to the requesting Party.
4. Each of the Parties shall take all the necessary measures to prevent dissemination of emergency occurred in its state territory to the state territory of other Parties. Should the threat of such dissemination occur and it would be impossible to prevent it with its own efforts, the Party shall immediately inform other concerned Parties thereof and, if necessary, may send a request for assistance in line with this Agreement.
5. The data referred to in item 2 thereof shall be regularly updated to reflect latest events and changes in the scene of emergency.

### Article 4

#### Types of Assistance

Assistance in emergency liquidation shall be delivered by sending disaster units and supply materials or in other requested form.

### Article 5

#### Competent Authorities and Communications Points

1. Each of the Party shall appoint a competent authority for guidance, coordination and fulfillment of works related to implementation of provisions of this Agreement.
2. The Parties shall inform the depository of this Agreement in writing by diplomatic channels of the designated competent authority. The depository shall forward this information to other Parties.
3. For organization of cooperation on matters related to the fulfillment of provisions of this Agreement, competent authorities of the Parties shall establish direct contacts inter se.
4. Should other competent authorities of the Party be designated, depository shall be informed thereof and supply this information to each of the Parties.
5. Competent authorities of the Parties shall identify communication points for rapid exchange of information within the framework of this Agreement and inform each other thereof by diplomatic channels.

#### Article 6

##### Management of Activity of Disaster Units in Case of Emergency.

1. The overall guidance of disaster units shall be carried out by a competent authority of the requesting Part through heads of such groups.
2. The requesting Party shall inform the heads of disaster units on the situation occurred in emergency zone at specific work sites and, if necessary, provide those units with interpreters, communication means, guards and medical service on a grant basis.
3. The equipment of disaster units shall be sufficient to carry out autonomous rescue operations and other emergency works in emergency zone within 72 hours. Upon termination of the stocks, the requesting Party shall provide above units with necessary means for their further activities, unless otherwise agreed by the Parties.
4. Upon completion of the works, the head of disaster unit shall submit a report to a competent authority of the requesting Party on actions of its unit aiming to liquidate emergency and outcomes of its work.

#### Article 7

##### Terms for Crossing State Frontiers by Disaster Units and Mode of Their Stay in the State Territory of the Requesting Party.

1. Members of disaster units shall cross the state frontier of the requesting Party or a transit state by valid documents recognized by the state of the requesting Party and transit state through agreed check points open for international communication. The head of the unit shall have a list of disaster unit members and a document verifying his authorities issued by competent authorities of the supplying Party.

2. The procedure for transit of cynological units across the border and their stay in the state territory of the requesting Party shall be defined in accordance with quarantine rules effective in the state territory of the requesting Party.

3. Members of disaster units shall have the duty to comply with the legislation of the state during their stay in the state territory of the requesting Party. Hence they shall be under the jurisdiction of the state of the supplying Party in terms of insurance and labor legislation as well as related matters.

4. The transfer of disaster units, their equipment, communication materials and relief cargoes shall be made by motor, railway, water or air transport.

5. The procedure for the use of above types of transport for transfer of disaster units, their equipment and supply materials shall be defined by competent authorities by the Parties.

## Article 8

### Transit

1. Pursuant to their state legislation, the Parties shall facilitate unhindered transit through their territories for disaster units, equipment and supply materials of supplying Parties following to liquidate emergencies in the state territory of the requesting Party.

2. The provisions of item 1 thereof shall apply by agreement between concerned Parties in each particular case towards the transit through their state territory of disaster units, equipment and supply materials of the Parties following to liquidate emergencies in the territory of third states.

## Article 9

### Import, Export and Transit of Equipment and Supply Materials for Delivery of Assistance in Emergency Liquidation

1. The equipment and supply materials shall be exported from the state territory of the supplying Party in line with the state legislation of the supplying Party.

The equipment and supply materials shall be imported to the territory of the requesting Party in line with the state legislation of the requesting Party. Their use shall only be admitted to deliver assistance in emergency liquidation and to ensure vital functions of disaster units.

2. The customs clearance of equipment and supply materials shall be done in simplified form and in the order of priority based upon notices issued by competent authorities of the Parties specifying the composition of distress units, the list of imported or exported equipment and supply materials.

3. Disaster units shall be permitted to import to the state territory of the requesting Party and carry through the territory of transit states only the equipment and supply materials specified in the lists and referred to in item 2 thereof.

4. Should there be a need for emergency medical aid, necessary amount of medication containing narcotic and psychotropic substances may be imported in the state territory of the requesting Party in agreement therewith and in line with the state legislation of the requesting Party. Hence the head of disaster unit shall submit to customs authorities of assisting and requesting Parties the declaration for available medication containing narcotic and psychotropic substances specifying their nomenclature and quantity.

5. Medication containing narcotic and psychotropic substances shall only be used by qualified medical staff of the assisting Party. Appropriate officials of the requesting Party shall have the right to control the use and storage of medication containing narcotic and psychotropic substances.

6. Unspent medication containing narcotic and psychotropic substances must be exported from the state territory of the requesting Party upon documents that verify the nomenclature and quantity of such medication. The customs au of the requesting Party shall be submitted a document on use of medication containing narcotic and psychotropic substances signed by the head and doctor of disaster unit and notarized by a representative of the competent authority of the requesting Party.

7. Once the delivery of assistance has been completed, the equipment imported into the territory of the state of the requesting Party (with the exception of those fully consumed or destroyed) shall be subject to export to the territory of the assisting Party in terms agreed by competent authorities of the Parties. The facts of destruction or full consumption of equipment and distribution of materials among affected population must be documented.

## Article 10

### Use of Aircrafts

1. The competent authority of the supplying Party shall submit by diplomatic channels an advance application notifying the requesting Party of the decision to employ aircrafts for the delivery of assistance specifying for each state-owned aircraft the air carrier of the supplying Party, type, model, number and distinctive marks, number of disaster unit members, names and positions of its head, quantity, names and positions of crew members, type of cargo, takeoff and landing airport, destination point, route, backup airports, air corridors, flight height, takeoff and landing time, frequency of communication channel with ground services, worst weather conditions admissible for performance of this flight.

2. With permission of the requesting Party and transit state, aircrafts employed in delivery of assistance shall perform the flight to a definite point in the state territory of the requesting Party by approved route. The requesting Party and transit state shall ensure conditions for the flight of an aircraft employed in the delivery of assistance through the territory of its state and its landing and takeoff.

3. The flights of aircrafts employed in delivery of assistance shall be performed in line with the rules set by the International Civil Aviation Organization and each of the Parties.

## Article 11

### Assistance Delivery Costs

1. By the decision of the supplying Party, assistance may be delivered on a grant basis. Otherwise the requesting Party shall compensate the supplying Party for the costs incurred in delivery of assistance.
2. The requesting Party may at any time cancel its request for assistance, but in such case the supplying Party shall be entitled to compensation of costs incurred in delivery of assistance unless Parties agree otherwise.
3. Compensation of costs specified in items 1 and 2 therein shall be made in convertible currency on the basis of bilateral document on financial expenditures for delivery of assistance signed by competent authorities of the Parties in ten-day period upon the receipt of the request thereof from the supplying Party by the requesting Party unless Parties agreed otherwise.
4. The supplying Party shall insure disaster unit members in accordance with its state legislation.

## Article 12

### Compensation of Damage

1. In the event of injury (death) of members of disaster unit of the supplying Party, the requesting Party shall assume medical and transportation costs related to injury or death of disaster unit members, if occurred in the delivery of assistance in emergency liquidation for the implementation of this Agreement.
2. Should a member of disaster team whilst performing the tasks related to implementation of this Agreement in the territory of requesting Party do harm to a legal or physical entity, the damage will be compensated by the requesting Party in accordance with the legislation.
3. Damage inflicted deliberately by a member of disaster team shall be compensated pursuant to the state legislation of the requesting Party.

## Article 13

### Relation to Other International Treaties

This Agreement shall not affect the rights and duties of the Parties ensuing from other international treaties to which the states of the Parties are the signatories.

## Article 14

### Dispute Settlement

Disputable matters related to the interpretation or application of this Agreement shall be resolved by way of consultations or negotiations.

## Article 15

### Amendments and Supplements

This Agreement may be amended or supplemented with the mutual consent of the Parties and incorporated in separate protocols which are the inalienable parts of the Agreement and take effect as provided for in Article 16 herein.

## Article 16

### Entry into Force and Duration of Agreement

1. This Agreement shall be signed for indefinite term.
2. This Agreement shall take effect on the 30th date upon the deposit of the forth notice on fulfillment of domestic procedures required for its entry intro force by the parties with the depository.
3. For the Party that signed this Agreement and deposited the notice of fulfilment of domestic procedures required for its entry into force following the date set in item 2 therein, the Agreement shall take effect on the date of deposit of a notice on fulfilment of domestic procedures required for its entry into force with the depository.

## Article 17

### Depository

The depository of this Agreement shall be the Secretariat of Shanghai Cooperation Organization that within 15 days of signature of this Agreement will send its notarized copies to all the Parties.

## Article 18

### Accession

This Agreement shall be open for accession by any member state of the Shanghai Cooperation Organization. For the acceding state, this Agreement shall take effect on the 30th date upon receipt by the accession document by the depository but not earlier than the date set in Article 16.2. The depository shall notify all the Parties of entry of the Agreement into force for the acceding state.



## Article 19

### Withdrawal from Agreement

1. Each Party may withdraw from this Agreement by sending a written notice to the depository not later than 3 months prior to the proposed date of withdrawal. The depository shall notify other Parties of such intention within 30 days upon receipt of the notice of withdrawal.
2. The termination of such Agreement shall not affect the activity under fulfillment in line herewith which was launched but not completed prior to termination of its effect unless Parties agree otherwise.

Done in the City of Moscow this 26th day of October in the year 2005, in a single copy in the Russian and Chinese languages, both having equal force.

For the Government of the Republic of Kazakhstan

For the Government of People's Republic of China

For the Government of the Kyrgyz Republic

For the Government of the Russian Federation

For the Government of the Republic of Tajikistan

For the Government of the Republic of Uzbekistan