

AGREEMENT BETWEEN
THE SWISS FEDERAL COUNCIL
AND
THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES
ON COOPERATION IN THE EVENT OF NATURAL DISASTER
OR MAJOR EMERGENCIES

The Swiss Federal Council and the Government of the Republic of the Philippines,

Considering that Swiss aid in the event of disaster is an integral part of Switzerland's policy of international solidarity,

Convinced of the need for cooperation between the two states in order to facilitate assistance in the event of natural disaster or major emergencies have agreed on the following provisions:

Article 1 Object

The aim of the present agreement is to define the detailed procedures under which the Swiss Government may put at the disposal of the Government of the Republic of the Philippines, at its request, the Swiss Humanitarian Aid Unit (hereinafter the SHA), if the territory of the Republic of the Philippines is struck by natural disaster, major emergencies, or similar catastrophes.

Article 2 Definitions

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

"Requesting state"	The contracting state whose competent authorities request from the other state assistance such as that mentioned in Article 1
"Sending state"	The contracting state whose competent authorities agree to a request for assistance from the other state such as that mentioned in Article 1
"Aid units"	Any specialist(s) sent by the SHA directly or through specialized institutions pursuant to Article 5
"Equipment"	Materials, telecommunications and personal equipment intended for aid units
"Aid supplies"	Equipment and materials intended for distribution to the population affected
"Operational requirements"	Materials and supplies obtained locally which are

necessary for the operation of the equipment, as well as supplies for the aid units, in particular, and in agreement with the requesting state, vehicles, fuel, water, etc.

"Territory"

Comprises the requesting state's archipelago, with all the islands and waters embraced therein, and all other territories over which the requesting state has sovereignty or jurisdiction, consisting of its terrestrial, fluvial, and aerial domains, including its territorial sea, the seabed, the subsoil, the insular shelves, and other submarine areas. The waters around, between, and connecting the islands of the archipelago, regardless of their breadth and dimensions, form part of the internal waters of the requesting state.

Article 3

- 3.1 The authorities specified below shall be competent to execute the present agreement:
- a) for the Swiss Confederation, the Delegate for Humanitarian Aid and Head SHA (hereinafter the Delegate).
 - b) for the Government of the Philippines, the Chairman, National Disaster Coordinating Council and the Secretary, Department of Foreign Affairs.
- 3.2 The authorities mentioned above may communicate directly with one another or communicate with each other through diplomatic channels.
- 3.3 The parties shall communicate through diplomatic channels the addresses and telephone, fax and e-mail numbers of the authorities mentioned above, as well as those of any authorities which may have appointed for the execution of their responsibilities.

The list of those persons responsible with their respective addresses is set out in Annex 1 of the present agreement. The annex shall be updated by the two parties as often as is necessary.

Article 4

- 4.1 The deployment of the SHA or the territory of Philippines, as defined in Article 2, shall be decided by mutual agreement between the parties.
- 4.2 The deployment of the SHA shall be made on the basis of a formal request by the Government of the Philippines, accompanied by a list of urgent requirements in calamity stricken areas to guide the sending state on the

nature of assistance to be extended to the Philippines. This request shall be addressed to the Swiss diplomatic post at Manila or, in case of emergency, directly addressed to the Humanitarian Aid and SHA in Berne.

- 4.3 In accordance with the requirements of Article 8, the head of the team shall immediately or at the earliest opportunity, provide the appropriate authorities of the requesting state, a comprehensive list of aid units, crew, equipment, dogs, aid supplies and allowable personal effects.

Article 5

- 5.1 The assistance mentioned in Article 1 of the present agreement shall be provided by the SHA directly, or indirectly by institutions made available by the SHA, such as the Swiss Rescue Team (hereinafter the aid units) and, where necessary, by other appropriate means. The aid units sent to locations of disaster or major emergencies shall have received special training, in particular in fire-fighting, technical assistance, medical and health assistance, rescue work and other emergency work.
- 5.2 The aid units are generally supplied with rescue dogs, to be maintained by the sending state, and equipment needed to achieve the objectives laid down. Where necessary and by agreement, this assistance may also be provided in a different way.

Article 6

Aid units and their dogs, equipment and aid supplies may be sent by surface, by air, or by water, at the expense of the sending state.

Article 7

- 7.1 The assistance supplied by the Swiss Government shall be free of charge.
- 7.2 If the needs of the operation require it, at the request of the SHA, and upon the agreement of the requesting state, the requesting state shall, at its own cost, make available to the aid units the operational requirements necessary for the realization of their mission for the duration of the latter's stay on the territory of the requesting state.

Article 8

- 8.1 The parties shall take all measures necessary to guarantee the effectiveness and necessary rapidity of the assistance.
- 8.2 To this end, the competent authorities of the requesting state shall undertake:

- To facilitate rapid transport to the location of the disaster the aid units, their dogs, equipment and aid supplies.

To this end, their entry into the territory of the requesting state shall take place in an organized manner, on the basis of a list of persons taking part. The persons shall be in possession of valid identity cards, and the dogs be covered by valid vaccination certificates. The requesting state shall waive all veterinary formalities including quarantine for the admission of dogs used in operation especially in saving lives during emergency situation.

- To facilitate the entry, storage, use and re-export of equipment, aid supplies and personal effects of the SHA, aid units and crew. Importation and exportation of equipment, dogs, aid supplies and other articles for official use of the SHA, aid units and crew, shall be allowed tax- and duty-free release within the purview of the last paragraph of Section 105 of the Tariff and Customs Code of the Philippines as amended, and Section 109q of Republic Act 8424, on the condition that the goods shall not be sold, leased, rented, traded or otherwise disposed of in the requesting state. Provided, that, the privilege may be granted only upon specific instructions of the Secretary of Finance in each instance which will be issued only upon the request of the Chairman of the National Disaster Coordinating Council furnishing a copy to the Secretary of Foreign Affairs.
- not to consider in the framework of the present agreement, the import of narcotics or the re-export of any quantity unused, as import or export within the meaning of the international agreements on narcotics. Narcotics may be imported only in the context of urgent medical needs, and used only by medical personnel qualified according to the legal standards of the contracting state of origin of the aid units mandated to use them.
- to guarantee overflight in the airspace of the territory of the requesting state, and landing and take off, even outside customs airports, of aircrafts used by the SHA for the purposes of the mission referred to in the agreement. For the duration of the aid, the aircraft used by the SHA shall be admitted to the territory of the requesting state under the temporary admissions system.

The intention to use aircraft during a mission shall be communicated immediately by the SHA to the requesting state with as precise as possible an indication of the aircraft's type and registration number, flight crew, load, times of take off and landing, intended route and place of landing.

- to facilitate the activity of the SHA in all its phases, including the entry, stay and movement, individual or collective, of the aid units on the territory of the requesting state, and to take all necessary measures, including the provision of adequate facilities, to enable the aid units to carry out their duties.

- to facilitate the use by the aid units of existing telecommunication systems or the use of special frequencies, or both, or the establishment by the aid units of an emergency telecommunications system.
- The provisions of the above paragraphs shall also be applicable to persons having to be evacuated. The identity of these persons must be communicated afterwards to the competent authorities.

Article 9

- 9.1 The coordination and management of aid missions shall be the responsibility of the authorities of the requesting state. The distribution of relief supplies such as food, medicine, clothing, temporary shelter and others, among the disaster or emergency victims shall be done in accordance with the laws and regulations in force in the requesting state and on such conditions and other requirements as may be imposed by the competent authorities in the requesting state.
- 9.2 When making a request for aid the authorities of the requesting state shall specify the tasks which they intend to entrust to the aid units, with or without stating the details of their implementation.
- 9.3 Any directives addressed to the aid units by the requesting state shall be delivered only to the heads of the teams, who shall issue instructions accordingly to their subordinates.
- 9.4 The authorities of the requesting state shall provide protection and assistance to the aid units of the sending state.

Article 10

In the framework of the present agreement, the requesting state undertakes to assume responsibility for any damage caused by the aid units in carrying out their mission, unless such damage has been caused intentionally, or through gross negligence.

Article 11

The provisions of the present agreement shall not affect the provisions of any multilateral agreements concerning disaster relief which are in force or shall enter into force in relation between the parties.

Article 12

The competent authorities designated in Article 3 shall conclude a manual of operations achieving particular, specific measures aimed at facilitating the provisions of the aid mentioned in the present agreement.

The competent authorities designated in Article 3 shall and may conclude special agreements, in particular with the aim of;

- Enhancing early warning system, and preventing and overcoming the consequences of natural disasters or major emergencies by the exchange of relevant experience and information.
- Exchanging information about the dangers and damage which may occur in the respective territories of the parties.
- Seeking out and identifying persons and goods damaged during aid missions, pursuant to the current legislation of the parties, and enquiring into the causes of any accidents occasioned by the activity of the aid units.

Article 13

The 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 14

The present agreement shall enter into force one month after the date of the later written notification by the parties, through diplomatic channels, indicating compliance with their respective domestic requirements for its entry into force.

Any amendment or revision to the text of this Agreement shall be done by mutual consent of the Parties. This amendment or revision shall enter into force in accordance with the provision on entry into force.

This Agreement shall remain in force and effect, unless one of the Parties officially notifies the other, through diplomatic channels, of its desire to suspend or terminate this Agreement. In such a case, the Agreement shall remain valid until 30 days after the date of the notice for suspension or termination.

Signed in Berne on this day of Dec. 6th 2001 in English language.

FOR THE SWISS FEDERAL COUNCIL



FOR THE GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES

