**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE REPUBLIC OF LATVIA**

**AND**

**THE GOVERNMENT OF THE REPUBLIC OF ESTONIA**

**ON HEALTHCARE RELATED MUTUAL ASSISTANCE AND COOPERATION IN THE FIELD OF**

**EMERGENCY PREVENTION, PREPAREDNESS AND RESPONSE**

The Government of the Republic of Latvia and the Government of the Republic of Estonia hereinafter referred to as the Parties:

*being* convinced of the need for cooperation between Competent Authorities in the event of a natural or man-made emergency to protect people´s life and health;

*wishing* to further improve their cooperation through this Agreement, which can be regarded as a framework agreement to be supplemented as appropriate with other bilateral agreements and arrangements;

*mindful* of the commitments imposed on the Parties by the International Health Regulations (2005) as well as the commitments imposed on the European Union Member States by the Decision No 1082/2013/EU of the European Parliament and of the Council of 22 October 2013 on serious cross-border threats to health and repealing Decision No 2119/98/EC;

*without prejudice* to any present or future bilateral or trilateral agreements or other forms of cooperation in the field of emergency prevention, preparedness and response;

*have agreed as follows*:

**Article 1**

**Definitions**

The terms in the present Agreement shall have the following meaning:

1. **emergency** – any situation which has or may have a severe impact on people´s life and health;
2. **response** – any action taken upon request for assistance under the present Agreement in the event of an imminent emergency, or during or after an emergency, to address its immediate adverse consequences;
3. **preparedness** – a state of readiness and capability of human and material means, structures, communities and organisations enabling them to ensure an effective rapid response to an emergency, obtained as a result of action taken in advance. Therefore, pre-disaster activities, including an overall strategy, policies and institutional and management structures, that are geared to helping at-risk communities safeguard their lives and assets by being alert to hazards and taking appropriate action in the face of an imminent threat or the actual onset of a disaster;
4. **prevention** – any action aimed at reducing risks or mitigating adverse consequences of an emergency for people´s life and health. Therefore, activities and measures taken in advance to ensure effective response to the impact of hazards, including the issuance of timely and effective early warnings and the temporary evacuation of people and property from threatened locations;
5. **early warning** – the timely and effective provision of information that allows action to be taken to avoid or reduce risks and the adverse impacts of an emergency, and to facilitate preparedness for an effective response;
6. **host nation support** – any action undertaken in the preparedness and response phases by requesting or assisting Party, to remove foreseeable obstacles to international assistance offered under this Agreement;
7. **response capacity** – assistance that may be provided under the present Agreement upon request, including exchange of medicines and medical supplies and experts, patient transport to assisting Party with necessary equipment and personnel, patient treatment in assisting Party hospitals and other necessary measures, which is needed to protect people´s life and health;
8. **Competent Authority** – the national authority or authorities designated by the Party for the practical development and implementation of the collaboration within the framework of this Agreement, including matters related to requests for assistance and decisions to render assistance;
9. **requesting Party** – Party, whose Competent Authorities request assistance from another Party;
10. **assisting Party** – Party, whose Competent Authorities comply with a request of assistance from another Party;
11. **emergency medical team** – organised group of healthcare professionals and other specialists (experts), who participate in the provision of healthcare services of the assisting Party, assigned for rendering assistance and having the necessary equipment.

**Article 2**

# **Scope of Agreement**

This Agreement shall apply to cooperation in the field of healthcare in emergency prevention, preparedness and response and to mutual assistance in the event of an emergency or an imminent threat thereof, which may by its nature exceed the capacity of national resources of a Party and its capability to handle the emergency or to respond to it. The primary aim of the Agreement is to protect people´s life and health.

**Article 3**

**Competent Authorities and Points of Contact**

1. The Parties shall designate one or more Competent Authorities for the purposes of this Agreement. The Competent Authorities are:

1. In the Republic of Latvia:

The Ministry of Health

Latvian State Emergency Medical Service;

1. In the Republic of Estonia:

The Ministry of Social Affairs

Estonian Health Board.

2. The Competent Authorities shall also appoint 24-hour Point(s) of Contact for submitting and receiving early warnings and requests for assistance. The Competent Authorities shall inform each other of Point(s) of Contact.

3. The Competent Authorities shall inform each other without delay of any changes to the Competent Authorities and Point(s) of Contact.

**Article 4**

# **Emergency notification**

In the event of an emergency or imminent threat thereof, which might require assistance from the other Party, a Party may issue a request for assistance indicating the scope and type of assistance as specifically as possible. The Party, to whom the request for assistance is directed, shall promptly decide and inform the requesting Party whether it is in a position to render the requested assistance and indicate the scope and terms of the assistance includingthe estimated costs of the assistance*,* if appropriate. The Competent Authorities may agree on common procedures for requesting assistance.

**Article 5**

**Mutual assistance**

1. The Parties shall cooperate to facilitate the prompt provision of assistance.

2. The requesting Party has the overall command, control, coordination and supervision of the rendering of assistance within its State territory. The personnel from the assisting Party serve in the State territory of the requesting Party underthe command of their own leaders and in accordance with the service regulations and other legislation in force in their own state, without prejudice to the laws and other legal acts of the requesting State.

3. The acceptance of assistance by the requesting Party is considered as a formal invitation, which grants the permission for the response capacity of the assisting Party to enter the State territory of the requesting Party and cross its border without formalities unless the assisting response capacity includes military personnel, vehicles, vessels or aircraft, equipment or goods, which require special permission to cross the State border. In such a case the Competent Authorities of the requesting Party and the assisting Party shall cooperate with a view to obtaining such permission as soon as possible, and no State border shall be crossed until the necessary permission has been granted by the requesting Party.

4. With the view of a prompt and effective assistance, the Parties shall obligate themselves to ensure and the Competent Authorities of the requesting Party shall mediate that personnel engaged in rendering assistance may cross the State border of the requesting Party and response capacity is exempted from taxes, duties or other fees.

5. Response capacity may be used in accordance with the national regulations of the State of the assisting Party without the need to apply for any specific authorisation. After the operations have been completed, all response capacity, except for equipment that is useless or damaged, shall be transported out of the State territory of the requesting Party as soon as possible. The exported response capacity shall be exempted from all taxes, duties or other fees. The above shall also apply to joint exercises.

**Article 6**

# **Procedures and plans**

The Parties shall jointly take measures, such as elaborate mutual procedures and plans for cross-border response capacity, to facilitate the rendering of assistance, cooperation during an emergency, and host nation support.

**Article 7**

# **Other cooperative measures**

1. Other cooperation includes exchange of information on results of research and development programmes and on experience of emergencies. Cooperation may also cover joint activities, such as common training, exercises, exchange of experts, seminars or workshops, and projects aimed at emergency prevention and preparedness.

2. If one or both Parties wish to establish a joint response capacity, it should be regulated by a separate agreement signed by the Competent Authorities or other responsible authorities within the scope of their competence.

**Article 8**

# **Implementation and follow-up of Agreement**

1. The Competent Authorities convene a meeting at least once every four years to monitor the implementation of the Agreement, analyse future actions and draw up plans for further development of cooperation in accordance with Articles 6 and 7.

2. The Competent Authorities give detailed guidance on and adopt the procedure for emergency notification (Article 4), mutual assistance (Article 5) and reimbursement of costs (Article 9).

**Article 9**

# **Reimbursement of costs**

The costs of assistance provided shall be borne by the Party requesting assistance. The assisting Party shall, if requested, submit to the requesting Party the estimated costs of assistance to be rendered before assistance is accepted. If the requesting Party recalls its request, then the assisting Party has a right to reimbursement of costs already incurred. The calculation of costs shall be based on the principle of prime costs. The assisting Party may, bearing in mind in particular the nature of the accident and the extent of damage suffered, offer its assistance entirely or partially free of charge. The Party may also waive all or part of the reimbursement of its costs at any time. These provisions shall not prevent the right of the Parties from claiming compensation from a third party in accordance with national or international law.

**Article 10**

# **Liability and indemnity**

1. The Parties shall follow the national laws and other legal acts of the State of the requesting Party regulating matters of liability and indemnity, inasmuch as it is in compliance with the relevant provisions of international law. This provision shall not prevent the Parties from following international law in liability matters.

2. The requesting Party is responsible for damage caused to a third party by the assistance rendered within the State territory of the requesting Party. The requesting Party has a right to recourse action against the assisting Party for costs which it has paid pursuant to this Article if a member of the emergency medical team has been proved to have caused damage through wilful misconduct or gross negligence.

3. Each Party shall renounce all compensations against the State of the other Party in case of death of, or injury to, the emergency medical team’s members, or damage to their health or personal effects if these have occurred in connection with the duties carried out to implement this Agreement. The assisting Party shall insure the members of its emergency medical teams in accordance with its national regulations in force.

**Article 11**

# **Settlement of disputes**

All disputes regarding the interpretation or implementation of this Agreement shall be settled by negotiation between the Parties.

**Article 12**

# **Final provisions**

1. This Agreement shall enter into force thirty days from the date of the receipt of the last written notification by which the Parties have notified each other through diplomatic channels that the necessary national legal requirements for this Agreement to enter into force have been completed.

2. This Agreement is concluded for an unlimited period of time. Each Party may terminate this Agreement by notifying the other Party through diplomatic channels. The termination shall take effect six months after the receipt of such a notice.

3. The Parties may initiate amendments to this Agreement at any time. Such amendments shall come into force pursuant to paragraph 1 of Article 12 of this Agreement.

Done at \_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_ in duplicate in the Latvian, Estonian and English languages. All texts shall be equally authentic. In case of any divergence in interpretation of this Agreement, the English text shall prevail.

 For the Government For the Government

of the Republic of Latvia of the Republic of Estonia