

Framework Agreement on Cross-border Rescue Service Cooperation

between

the Republic of Austria

and

Hungary

The Republic of Austria
and
Hungary
(hereinafter referred to as Contracting Parties),

Aware of the growing mobility between the two countries and the need for continued improvement of the quality, safety and accessibility of health care,

Driven by the desire to lay the foundations for closer cross-border cooperation in the field of rescue services and to facilitate access to cross-border ambulance services,

Determined to facilitate and promote cross-border cooperation, in particular by means of through the conclusion of cooperation agreements at the regional level,

and seeking to simplify administrative procedures, taking into account the national law and international legal obligations of both Contracting Parties, as well as the Law of the European Union,

have reached into the following understanding:

Article 1
Definitions

For the purposes of this Framework Agreement and the cooperation agreements concluded hereunder, the terms shall have the following meaning:

1. “Rescue Service” means a medical service providing emergency rescue and ambulance services on the basis of evaluated emergency calls;
2. “Emergency Rescue” means the emergency medical care of a patient whose state of health causes or is likely to result in serious or permanent harm or death and whose care is provided by rescue personnel at the place of deployment and medical care as determined by the responsible rescue management centre during transport to an

institution to which the patient can be transported as soon as possible, taking into account his or her state of health;

3. “Ambulance Service” means the carriage of patients whose state of health requires continuous and professional medical care during carriage by ambulance;
4. “Ambulance” means a land vehicle, watercraft or aircraft used in the rescue service in accordance with the legal provisions of the Contracting Party concerned;
5. “Ambulance Personnel” means medical personnel qualified to perform rescue duties in accordance with the relevant legal provisions of the Contracting Parties and other persons involved in the provision of ambulance services in accordance with these legal provisions;
6. “Deployment of Ambulance Personnel” means the activities of members of the rescue services from the receipt of the deployment instructions issued by the rescue control centre following an evaluated emergency call to their return to the station of the rescue services or to the location designated by the responsible rescue control centre;
7. “Rescue Control Centre” means the central workstation of the operational service which continuously receives and evaluates emergency calls, dispatches the rescue personnel and coordinates the provision of rescue services;
8. “Place of Deployment” means the place where the patient is when the ambulance personnel arrive;
9. „Ambulance Personnel Equipment” means the ambulance and its equipment required to carry out the deployment of the ambulance personnel under this Framework Agreement and as required by the legislation in force at the place of the ambulance service station.

Article 2

Objective

This framework agreement is to set out the legal framework for cross-border rescue cooperation in order to ensure the best possible rescue services in the border area.

Article 3

Cooperation Agreements

- (1) In order to perform cross-border cooperation, cooperation agreements shall be concluded in accordance with this Framework Agreement.
- (2) In compliance with the national definition of responsibilities and the applicable national law of the Contracting Party concerned, the following persons shall be entitled to conclude cooperation agreements:
 - In the Republic of Austria: the governor of the region,
 - In Hungary: the Minister responsible for healthcare
- (3) The cross-border rescue co-operation under this Framework Agreement shall be established by the competent rescue control centre submitting a request for co-operation to the rescue control centre of the other Contracting Party and the competent rescue control centre of the other Contracting Party shall accept the request for the co-operation and dispatch rescue personnel to the place of the deployment.
- (4) Cooperation agreements shall provide for the conditions and procedures for cross-border ambulance service cooperation, in particular in the following areas:
 1. Organizing an ambulance service in the framework of cross-border cooperation;
 2. Deployment of rescue personnel of one Contracting Party in the national territory of the other Contracting Party;

3. The use of ambulances of one Contracting Party in the national territory of the other Contracting Party;
4. Identification of the institution providing appropriate healthcare in accordance with Article 1 (2). If the patient's state of health allows and the patient resides in the territory of one of the Contracting Parties at the time of the deployment of the ambulance staff, that patient shall normally be transported to the territory of that Contracting Party;
5. Procedures for the transfer and admission of a patient to a healthcare institution shall be set out and followed in order to ensure that the patient receives full care without undue delay;
6. Criteria for the evaluation and control of the quality and safety of rescue work and procedures for the documentation, statistical recording and evaluation of cross-border cooperation under this Framework Agreement;
7. Invoicing and remuneration for cross-border cooperation in accordance with Article 10 of this Framework Agreement;
8. Validity of liability insurance under Article 11 of this Framework Agreement;
9. Procedures for communication between the responsible rescue control centres of the Contracting Parties, between the rescue personnel and the rescue control centre and between the members of the rescue personnel;
10. Rules and procedures if the patient dies during the deployment of the rescue personnel.

Article 4

Ambulance Personnel

- (1) Members of the rescue personnel who are authorized to carry out rescue services in accordance with the national law of one Contracting Party shall be deemed to be temporarily

authorized to carry out such activities in the territory of the other Contracting Party for the purposes of this Framework Agreement, and in such a case, they shall be exempt from compulsory membership of the professional chambers of the other Contracting Party.

- (2) Members of the rescue personnel of one Contracting Party who carry out their activities in accordance with this Framework Agreement shall have the same employment status in the case of a cross-border deployment in the territory of the other Contracting Party as the rescue personnel of that Contracting Party.
- (3) In the case of cross-border deployment of rescue personnel, the medical staff shall follow their own recommended procedures for the provision of medical care.

Article 5

Border Crossing

- (1) Persons in need of assistance and transport by ambulance who enter the territory of the other Contracting Party during the performance of this Framework Agreement shall be exempt from the obligation to hold a valid travel document and visa or any other document required to entering or staying in the national territory of the other Contracting Party if such documents are otherwise required. The exemption shall cease as soon as possible, taking into account the particular circumstances of the case in question, as soon as it is possible to receive or exchange such documents.
- (2) If the documents referred to in paragraph 1 cannot be obtained, the Contracting Party from whose territory the person mentioned in paragraph 1 crossed the border during the performance of this Framework Agreement shall readmit without further formalities or undue delay the person who has received medical treatment in the national territory of the other Contracting Party.
- (3) If the border control at the common border is temporarily reintroduced in accordance with European Union law and certain border crossing points are designated, the ambulances and persons according to paragraph 1 may cross the border only through such points. Border crossing points other than those designated may be used for crossing the border provided that the competent authorities responsible for border control have been informed in advance.

Article 6

Special Situation of Ambulances

- (1) In accordance with the relevant road traffic regulations, the land ambulances of one Contracting Party shall have the same special and road use rights as the land ambulances of the other Contracting Party when the ambulance personnel perform deployment under the framework agreement in the national territory of the other Contracting Party.
- (2) At the deployment of the rescue personnel, ambulances shall be entitled, under this Framework Agreement, to use their own distinctive lights and audible signals in the territory of the other Contracting Party.
- (3) Land ambulances of one Contracting Party shall be exempt from the payment of tolls in the national territory of the other Contracting Party to the same extent as land ambulances of the other Contracting Party.
- (4) Each Contracting Party shall recognize, to the same extent as its own legislation, marketing authorizations, various driving licenses, certificates of competency for pilots and captains, ship certificates, technical equipment, licenses and other requirements necessary for the implementation of rescue personnel deployments and which comply with the national law of the other Contracting Party.

Article 7

Ambulance Personnel Equipment

- (1) The equipment required for the deployment of rescue personnel under this Framework Agreement shall comply with the requirements of the legislation in force at the place where the rescue personnel are stationed.
- (2) The cross-border carriage of ambulance equipment shall not be subject to import or export prohibitions or restrictions and shall not require the approval of the competent national authorities.

Article 8

Use of Aircrafts during the Ambulance Service

- (1) Aircrafts used for the provision of rescue services during the deployment of rescue personnel under this Framework Agreement may only be used for the provision of Helicopter Emergency Medical Service in accordance with European Union legislation.
- (2) Prior to the commencement of the flight, a flight plan (FPL) or, if this is not possible, an air filled flight plan (AFIL) shall be submitted as soon as practicable to the competent appropriate airline service.

Article 9

Protection of Personal Data

The Contracting Parties may only transfer personal data necessary for the performance of this Framework Agreement in accordance with their national law and the relevant provisions of the European Union law.

Article 10

Refunding of Costs

The rules applicable to the refunding of costs incurred during the performance of this Framework Agreement shall be governed by the cooperation agreements referred to in Article 3 of this Framework Agreement.

Article 11

Liability and Indemnification

The rules governing liability and indemnification for damage arising during the performance of this Framework Agreement shall be based on the applicable national law, and Law of European Union and international treaties.

Article 12

Joint Committee

- (1) A Joint Committee composed of representatives of the two Contracting Parties shall be set up to monitor the performance of the Framework Agreement and to settle any disputes which may arise in connection with its interpretation and performance. If the Contracting Parties fail to reach an agreement, the disputes shall be settled through diplomatic channels.
- (2) The composition and operation of the Joint Committee shall be governed by the rules of procedure of the Joint Committee. After the entry into force of this Framework Agreement, each of the Contracting Parties shall, without undue delay, authorize its representatives to negotiate the rules of procedure of the Joint Committee.

Article 13

Relationship with other International Conventions

This Framework Agreement shall be without prejudice to the rights and obligations of the Contracting Parties under other international treaties.

Article 14

Closing Provisions

- (1) This Framework Agreement is concluded for an indefinite term.
- (2) The Contracting Parties shall notify one another through diplomatic channels that the national requirements for the entry into force of this Framework Agreement have been satisfied. The Framework Agreement shall enter into force on the 30th day following the receipt of the last notification.
- (3) Any amendment hereto shall be valid only if in writing. The amendments hereto shall enter into force according to the procedure specified in paragraph 2.

- (4) Either Contracting Party may terminate this Framework Agreement at any time in writing through diplomatic channels. This Framework Agreement shall become invalid upon the expiry of twelve months following the receipt of the notice by the other Contracting Party.
- (5) The cooperation agreements under Article 3 hereof shall become void as of the day of the termination of the Framework Agreement pursuant to paragraph 4.

Done at Vienna on 5 June 2024 and at Budapest on 26 June 2024 in three original counterparts, in the German, Hungarian and English languages, all texts are equally authentic. In case of any divergence of interpretation, the English text shall prevail.

On behalf of the Republic of Austria

Johannes Rauch

On behalf of Hungary

Sándor Pintér