

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA
AND
THE CABINET OF MINISTERS OF UKRAINE
ON TECHNICAL AND FINANCIAL COOPERATION

The Government of the Republic of Lithuania (hereinafter referred to as the Lithuanian Party) and the Cabinet of Ministers of Ukraine (hereinafter referred to as the Ukrainian Party), hereinafter jointly referred to as the Parties,

reiterating their unequivocal condemnation of Russia's full-scale military invasion of Ukraine and the crimes committed by Russian forces in Ukraine against its people and infrastructure,

supporting firmly Ukraine's independence, sovereignty, and territorial integrity within its internationally recognized borders,

recognizing Ukraine's European perspective and understanding the need for Ukraine as a European Union candidate country to implement substantial reforms to become a European Union member state,

noting their long-standing and fruitful bilateral relations,

desiring to strengthen the relationship and facilitate technical and financial cooperation between the two states,

desiring to cooperate with the aim of contributing to sustainable economic and social development and to the promotion of democracy and human rights in Ukraine,

ensuring the Lithuanian Party's commitment to continue providing support to Ukraine,

ensuring the Lithuanian Party's involvement in the recovery and reconstruction of Ukraine,

have agreed as follows:

Article I

Scope and objective

1. The objective of this Agreement is to establish a set of legal rules and procedures to support and simplify the implementation of the programs/projects that fall within the scope of this Agreement.

2. The Agreement shall apply to all programs/projects of technical and/or financial assistance located in Ukraine and financed wholly or partly by the Lithuanian Party (hereinafter referred to as the programs/projects). This includes ongoing programs/projects, programs/projects in preparation and future programs/projects after the entry into force of this Agreement.

Technical assistance includes, *inter alia*, transfer of know-how, coaching, consultation, supply of equipment and materials as well as assistance related to introducing new technologies necessary for the successful implementation of the programs/projects.

Financial assistance includes, *inter alia*, grants to finance the supply of goods, equipment and materials, works and services necessary for the successful implementation of the programs/projects.

The term "Lithuanian expert" means an expert commissioned for the purpose of a program/project within the scope of this Agreement who is not a citizen of Ukraine and does not permanently reside in Ukraine.

3. Each program/project which falls within the scope of this Agreement shall be subject to specific arrangements between the parties to such a program/project. Such arrangements shall specify in detail the rights and obligations of each party to the program/project.

4. The Ukrainian Party shall ensure that all programs/projects within the scope of this Agreement are registered, free of charge and without delay, in the Secretariat of the Cabinet of Ministers of Ukraine in accordance with the legislation of Ukraine.

Article II

Representation

1. In matters pertaining to the implementation of the Agreement, the Ministry of Foreign Affairs of the Republic of Lithuania and the Secretariat of the Cabinet of Ministers of Ukraine shall be the competent authorities to represent the Lithuanian and the Ukrainian Party, respectively. All communication to the Lithuanian Party regarding this Agreement shall be directed to the Embassy of the Republic of Lithuania in Ukraine.

2. The Parties, acting through the competent authorities, shall have regular consultations.

Article III

Taxation and customs provisions

1. For the purpose of implementation of programs/projects within the scope of this Agreement, all admission of goods in Ukraine shall be exempt from any taxes, customs duties, fees and other charges having equivalent effect. This shall also apply to services, funds and other resources in connection with the implementation of programs/projects within the scope of this Agreement.

2. The Ukrainian Party shall ensure that licenses for temporary imports/admission of goods necessary to implement programs/projects within the scope of this Agreement are promptly granted according to the Ukrainian legislation.

3. The Ukrainian Party shall ensure that the goods needed to accomplish the programs/projects under the framework of this Agreement can be imported into the customs territory of Ukraine and re-exported after the termination of the work free of duties, taxes and other charges having equivalent effect, including customs fees. If such goods are disposed of in the customs territory of Ukraine, they shall be subject to taxation in accordance with the Ukrainian legislation unless they are sold to other persons who are themselves entitled to exemption from duties, taxes and charges.

4. Personal property of the Lithuanian experts shall be exempt from indirect taxes, including import duties, as long as the said expert's stay is temporary and is related to a program/project within the scope of this Agreement. Such goods shall be re-exported after the expiration of the implementation period of the particular program/project. If such goods are disposed of in the customs territory of Ukraine, duties, taxes and other obligatory charges shall be levied in accordance with the legislation of Ukraine.

5. Duty-free import into Ukraine of one motor vehicle per Lithuanian expert is allowed, provided that the vehicle is used only within the period of his/her assignment to a program/project and is re-exported at the end of this period.

6. The Ukrainian Party shall ensure that the Lithuanian experts are exempt from the income tax and any other direct tax, fees on salaries and emoluments paid within the programs/projects in Ukraine.

Article IV

Anti-corruption

The Parties shall practice zero tolerance against corruption and other financial irregularities within and related to the programs/projects. The zero-tolerance policy applies to all staff members, consultants and other non-staff personnel and to cooperating partners within and related to the programs/projects.

Article V
Rights of Lithuanian experts

1. The Ukrainian Party shall ensure prompt clearance and issue of long-term visas, free of charge, for the Lithuanian experts assigned to the program/project of technical and/or financial aid registered within the framework of this Agreement, as well as their family members, upon the invitation of the state body, enterprise or organization, which is a recipient of such assistance.

2. The Ukrainian Party shall provide the Lithuanian experts, as well as their family members, with all the necessary documents, such as temporary residence permits, free of charge and carry out any formalities without unreasonable delay according to the legislation of Ukraine.

3. The Ukrainian Party shall ensure that the Lithuanian experts have the right to open and operate an external bank account in Ukraine for their personal needs, such accounts to be free of any foreign exchange controls or charges imposed by Ukraine, and balances being freely transferable into euro (EUR) or any other convertible currency.

Article VI
Final provisions

1. This Agreement is concluded for an indefinite period and shall enter into force on the date of receipt through diplomatic channels of the last written notification by which the Parties have informed each other of the completion of the internal legal procedures.

2. Any modification to this Agreement shall be agreed upon in writing between the Parties and enter into force according to paragraph 1 of this Article.


3. Each Party may terminate this Agreement by giving written notice to the other Party. In this case, the Agreement shall expire six (6) months after the receipt of such notice by the other Party.

4. In case of its termination, the provisions of this Agreement shall continue to apply to all programs/projects that have been agreed upon prior to its termination.

5. If any dispute arises relating to the implementation or interpretation of the Agreement, the Parties shall consult with a view to reaching a solution.

Done at Kyiv this 24 day of November 2023 in two originals each in the Lithuanian, Ukrainian and English languages, all texts being equally authentic. In case of divergence in interpretation of provisions of this Agreement the English text shall prevail.

**For the Government of
the Republic of Lithuania**



A handwritten signature in black ink, written over a horizontal line.

**For the Cabinet of Ministers of
Ukraine**



A handwritten signature in black ink, written over a horizontal line. The signature is partially enclosed by a large, faint circular stamp.