

**AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF
MOLDOVA AND THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA
ON TECHNICAL AND FINANCIAL COOPERATION**

The Government of the Republic of Moldova and the Government of the Republic of Lithuania, hereinafter jointly referred to as the "Parties",

recognizing the European perspective of the Republic of Moldova and understanding the need for the Republic of Moldova 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 the Republic of Moldova,

have agreed as follows:

Article 1

Scope and objective

1. The objective of this Agreement is to facilitate the effective implementation of technical and financial assistance programs and projects agreed by the Parties, contributing to the sustainable economic and social development of the Republic of Moldova, the promotion of democracy and human rights, and the strengthening of bilateral relations between the two countries.
2. The Agreement shall apply to all programs and projects of technical and (or) financial assistance located in the Republic of Moldova and financed wholly or partly by the Government of the Republic of Lithuania, hereinafter referred to as the "programs and

projects". This includes ongoing programs and projects, programs and projects in preparation and future programs and 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 and 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 and projects.

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

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

4. The Government of the Republic of Moldova shall ensure that all programs and projects within the scope of this Agreement are registered, free of charge and without delay, in the Republic of Moldova in accordance with its the legislation.

Article 2

Representation

1. In matters pertaining to the implementation of the Agreement, the Ministry of Foreign Affairs of the Republic of Moldova and the Ministry of Foreign Affairs of the Republic of Lithuania shall be the competent authorities to represent the Government of the Republic of Moldova and the Government of the Republic of Lithuania, respectively. All communication to the Government of the Republic of Lithuania regarding this Agreement shall be directed to the Embassy of the Republic of Lithuania in the Republic of Moldova.

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

Article 3

Taxation and customs provisions

1. The introduction of goods in the Republic of Moldova, intended for the implementation of programs and projects within the scope of this Agreement, 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 and projects within the scope of this Agreement.

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

3. The Government of the Republic of Moldova shall ensure that the goods needed to accomplish the programs and projects under the framework of this Agreement can be imported into the customs territory of the Republic of Moldova 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 the Republic of Moldova, they shall be subject to taxation in accordance with the legislation of the Republic of Moldova.

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 and project within the scope of this Agreement. Such goods shall be re-exported after the expiration of the implementation period of the particular program and project. If such goods are disposed of in the customs territory of the Republic of Moldova, duties, taxes and other obligatory charges shall be levied in accordance with the legislation of the Republic of Moldova.

5. Duty-free import into the Republic of Moldova 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 Government of the Republic of Moldova shall ensure that the Lithuanian experts are exempt from the income tax and any other fiscal charges imposed on or in connection with salaries and emoluments paid within the programs and projects in the Republic of Moldova.

Article 4
Anti-corruption

The Parties shall practice zero tolerance against corruption and other financial irregularities within and related to the programs and 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 and projects.

Article 5
Rights of Lithuanian experts

1. The Government of the Republic of Moldova shall ensure prompt clearance and issue of long-term visas, free of charge, for the Lithuanian experts assigned to the program and 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 Government of the Republic of Moldova 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 the Republic of Moldova.

3. The Government of the Republic of Moldova shall ensure that the Lithuanian experts have the right to open and operate an external bank account for their personal needs, such accounts to be free of any foreign exchange controls or charges imposed by the Republic

of Moldova, and balances being freely transferable into euro (EUR) or any other convertible currency.

Article 6
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 and 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 Vilnius, on 28 May 2024, in two originals, each in the Romanian, Lithuanian 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 Moldova**



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

