

AGREEMENT between
the Government of the United States of America
and the
Government of Lithuania

concerning economic, technical and related assistance

This Agreement sets forth a framework concerning economic, technical and related assistance which, based on a request by the Government of Lithuania, may be provided by the Government of the United States of America, subject to the applicable laws and regulations of the United States of America. The Government of the United States of America and the Government of Lithuania hereby agree that:

1. The diplomatic mission of the United States of America to Lithuania shall carry out and discharge the responsibilities of the Government of the United States of America under this Agreement, and a section of that diplomatic mission may be established for this purpose.

2. The Government of Lithuania shall:

(a) Make such contribution as may be appropriate and as agreed to by both governments, permitted by its personnel, resources, facilities, and general economic condition in furtherance of the purposes for which assistance may be provided;

(b) Take appropriate steps to ensure the effective use of such assistance;

(c) Provide the Government of the United States of America with full and complete information concerning the implementation of assistance provided by the Government of the United States of America as well as other relevant information which representatives of the Government of the United States of America may need in order to assess the nature, scope and effectiveness of such assistance programs, projects and operations; and

(d) Upon reasonable notice, permit observation and review by representatives of the Government of the United States of America of any assistance programs, projects and operations, and records pertaining thereto.

3. In order to assure the maximum benefits to the people of Lithuania from assistance to be furnished hereunder and except as may be agreed by the two governments:

(a) Any supplies, materials, equipment, or funds introduced or acquired in Lithuania by the Government of the United States of America, or any person or entity financed by that government, for purposes of any assistance programs or projects conducted hereunder shall, while such supplies, materials, equipment or funds are used in connection with such a program or project, be exempt from any taxes on ownership or use of property and any other taxes, investment or deposit requirements, and currency controls in Lithuania. The import, export, purchase, use or disposition of any such supplies, materials, equipment or funds in connection with such a program or project shall be exempt from any tariffs, customs duties, import and export taxes or similar charges in Lithuania.

(b) No tax (whether in the nature of an income, profits, business, or other tax), duty, or fee of whatever nature shall be imposed upon any public or private organization that is under contract with or financed by the Government of the United States of America or any agency thereof, and is present in Lithuania to perform work in connection with assistance programs or projects conducted hereunder with respect to income derived under such programs or projects.

(c) All personnel and their families, except nationals or permanent residents of Lithuania, who are 1) under contract with, or are employees of public or private organizations under contract with, the Government of Lithuania or any agency thereof, or (2) under contract with (including under contract for personal services) or financed by, or are employees of, public or private organizations under contract or financed by, the Government of the United States of America or any agency thereof, and who are present in Lithuania to perform work in connection with this Agreement, shall be exempt from income and social security taxes levied under the laws of Lithuania with respect to income derived from assistance programs or projects under the Agreement, and from taxes on the purchase, ownership, use, or disposition of personal movable property intended for their own use. Such personnel and their families, for a period of six months from the date of their arrival in Lithuania, shall be exempt from customs and import duties on all personal effects, vehicles, equipment, and supplies imported into Lithuania for their own use, and from all other duties and fees with respect to such personal effects. Such personnel shall also be exempt from export duties on such personal effects.

(d) Individuals, public or private organizations, and employees of public and private organizations, under contract or financed by the Government of the United States of America, who are present in Lithuania, to perform work in connection with this Agreement, shall be immune from all civil liability directly related to the performance of such work.

(e) Employees of the Government of the United States of America and their families, except nationals or permanent residents of Lithuania, who are present in Lithuania to perform work in connection with this Agreement and who are not members of the diplomatic mission, shall be exempt from income and social security taxes levied under the laws of Lithuania and from taxes on the purchase, ownership, use or disposition of personal movable property intended for their own use. Such personnel and their families shall be exempt from customs, import and export duties on all personal effects, equipment and supplies (including food, beverages and tobacco), imported into Lithuania for their own use, and from all other duties and fees with respect to personal effects. Such personnel (and their families) shall be immune from criminal and civil liability to the same extent as comparable personnel of that section of the diplomatic mission referred to in paragraph 1 of this Agreement.

(f) Nothing in the Agreement is inset aided to affect privileges and immunities provided under the Vienna Convention on Diplomatic Relations.

4. Funds brought into Lithuania for purposes of providing assistance in connection with this Agreement shall be convertible into the currency of Lithuania at the rate providing

the largest number of units of such currency per United States dollar which, at the time the conversion is made, is not unlawful in Lithuania.

5. This Agreement shall be applied provisionally upon its signature by both parties and shall enter into force upon the exchange of diplomatic notes in which the Parties notify each other that all necessary legal requirements for entry into force have been fulfilled. This Agreement may be amended by written consent of the Government of The United States of America and the Government of Lithuania. Such amendments shall enter into force upon the exchange of diplomatic notes in which the Parties notify each other that all necessary legal requirements for entry into force have been fulfilled.

6. This Agreement may be terminated by either party upon thirty days written notification of its intention to terminate the Agreement. Notwithstanding any such termination, this Agreement shall be applicable to assistance furnished before the termination being duly authorized by their respective Government, have signed this Agreement.

DONE at Vilnius, Lithuania, in duplicate, in the English and Lithuanian languages, both texts being equally authentic, on the 21st day of September, 1992.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

/s/ Carol C. Adelman

FOR THE GOVERNMENT OF LITHUANIA:

/s/ ?????? ????????