

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

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

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,

have reached the following understanding:

**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 which 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 Estonian Party (hereinafter referred to as the programs/projects). This includes on-going programs/projects, programs/projects in preparation and future programs/ projects after the date of 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 “Estonian 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 agreements 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 Ministry for Development of Economy, Trade and Agriculture of Ukraine in accordance with the legislation of Ukraine.

## **Article II Representation**

In matters pertaining to the implementation of the Agreement the Ministry of Foreign Affairs of the Republic of Estonia and the Ministry for Development of Economy, Trade and Agriculture of Ukraine shall be the competent authorities to represent the Estonian Party and the Ukrainian respectively. The Embassy of the Republic of Estonia in Ukraine is, as a part of Ministry of Foreign Affairs, a competent authority to act on behalf of Ministry of Foreign Affairs. All communication to the Estonian Party regarding this Agreement shall be directed to the Embassy.

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 shall be exempted 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 programs/projects under the framework of this Agreement can be imported into the customs territory of Ukraine and re-exported after 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 Estonian experts shall be exempt from indirect taxes, including import duties, as long as the said expert's stay is (merely) 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 Estonian 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 guarantee Estonian experts exemption from income tax and any other direct tax, fees on salaries and emoluments paid within the programs/projects.

#### **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 Estonian experts**

1. The Ukrainian Party shall ensure prompt clearance, and issue of long-term visas, free of charge, for the Estonian 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 Estonian experts, as well as their family members, with all the necessary documents such as temporary residence permits and carry out any formalities without unreasonable delay according to the legislation of Ukraine.
3. The Ukrainian Party shall ensure that Estonian 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. Articles I, II, IV, V (para 1 and 2) and VI shall be applied provisionally from the date of signature. The Agreement shall enter into force definitely on the date of receipt of the last written notification through diplomatic channels on the fulfilment of all internal procedures of the Parties, necessary for this Agreement to entry into force.
2. Any modification to this Agreement shall be agreed upon in writing between the Parties and enter into force according to para 1 in this Article.

3. This Agreement shall remain in force for ten years. The Agreement is automatically renewed for similar periods unless terminated by any of the Parties by written notice. This notice shall be given with at least six months prior to the date of its intended termination.
4. In case of its termination the provisions of this Agreement shall continue to apply to all programs/projects, implementation of which has started 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 Tallinn and Kyiv this 27 day of November 2020 in two originals each in the Estonian, 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 Estonia

Jüri Ratas

For the Cabinet of Ministers  
of Ukraine

Denys Shmyhal