MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF ENERGY OF THE REPUBLIC OF LITHUANIA
AND
THE MINISTRY OF ENERGY AND COAL INDUSTRY OF UKRAINE
ON
STRATEGIC COOPERATION IN THE FIELD OF ENERGY

The Ministry of Energy of the Republic of Lithuania and the Ministry of Energy and Coal Industry of Ukraine, hereinafter referred to singularly as "the Party" and collectively as "the Parties";

DESIRING to strengthen the cooperation between the Parties with the aim of enhancing cooperation on energy security and diversification issues, strengthening exchange of experience regarding the decommissioning and dismantling of nuclear power plants, developing gas and electricity markets, renewable energy, including solar, biomass and energy efficiency and energy saving technologies;

PURSUANT to the prevailing legislation of their respective States and their State's international obligations;

HAVE REACHED the following understanding:

Article I
OBJECTIVE

The objective of this Memorandum of Understanding is to establish the basis for a cooperative institutional relationship to encourage and promote technical bilateral cooperation on the basis of mutual benefit, equality and reciprocity. This Memorandum of Understanding will have no effect on the rights and obligations of the Parties arising out of international agreements concluded by the Parties or their respective States and other international obligations
undertaken by the Parties or their respective States in accordance with international standards.

Article II
AREAS OF COOPERATION

1. Cooperation under this Memorandum of Understanding includes the following areas:
   1) strategic issues of energy security and diversification;
   2) exchange of experience in the development of gas markets of Lithuania and Ukraine: including the exchange of experience in the supply and use of liquefied natural gas as a clean fuel for overland and sea transport and the provision of low-level gasification regions (LNG and Small Scale LNG);
   3) exchange of experience regarding the decommissioning and dismantling of nuclear power plants;
   4) renewable energy including solar, biomass and energy efficiency and energy saving technologies;
   5) exchange of experience regarding the creation of electricity market and transmission grids synchronous connection to Continental Europe;
   6) other areas as may be agreed upon by the Parties.

2. Cooperation activities under this Memorandum of Understanding will include:
   1) policy dialogue;
   2) exchange of expertise and transfer of technology;
   3) encouragement and promotion of investment;
   4) research and development;
   5) development of joint research or technical projects on subjects of mutual interest;
   6) capacity building;
   7) other activities as may be agreed upon by the Parties.
Article III

JOINT WORKING GROUP

1. For the purpose of discussion and implementation of various issues pertaining to this Memorandum of Understanding, the Parties may set up a Joint Working Group. The Joint Working Group will elaborate cooperation under this Memorandum of Understanding.

2. The Joint Working Group, consisting of the representatives of the Parties, may meet periodically on mutually determined dates by the Parties alternately in Lithuania and Ukraine. Each Party will cover its own expenses relating to its participation in the meetings of the Joint Working Group.

Article IV

PARTICIPATION OF THIRD PARTIES

1. When it is considered essential, and by mutual agreement of the Parties, the Joint Working Group may invite the participation of third parties from scientific institutions, research centres, universities or any other entity for assisting the implementation of this Memorandum of Understanding.

2. Will there be any arrangement concluded with the third party under cooperation framework of this Memorandum of Understanding, the third party who are involved within such arrangement must report its activities to the Joint Working Group.

Article V

CONFIDENTIALITY

1. Each Party will treat all documents, information and other data exchanged, received or supplied directly or indirectly to the other Party under this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding as confidential, unless agreed otherwise in writing by the Parties.
2. If either of the Party wishes to disclose confidential activities under this Memorandum of Understanding to any third party, the disclosing Party must obtain prior written consent from the other Party before any disclosure can be made.

3. The provisions of this Article will continue to be applied on the projects agreed notwithstanding the termination of this Memorandum of Understanding.

4. The provisions of this Article will not prejudice to the prevailing legislation of their respective States and their international obligations.

Article VI
INTELLECTUAL AND MATERIAL PROPERTY RIGHTS

1. The protection of intellectual and material property rights will be enforced in accordance with the prevailing legislation of their respective States and their international obligations.

2. In case specific arrangements, programs, or projects under this Memorandum of Understanding may generate intellectual property, the Parties shall conclude separate arrangements.

Article VII
PERSONNEL ACTIVITIES

1. All personnel engaged in activities under this Memorandum of Understanding will observe, respect and comply with the prevailing legislation of the host State and will avoid conducting any activities inconsistent with the purpose and objectives of this Memorandum of Understanding.

2. Any violation of paragraph 1 of this Article may result in revocation of all permits of the personnel concerned and other necessary measures in accordance with the prevailing legislation of the host State.
Article VIII
SETTLEMENT OF DISPUTES

Any disputes arising out of this Memorandum of Understanding will be settled amicably by mutual consultation or negotiation between the Parties.

Article IX
AMENDMENT

This Memorandum of Understanding may be amended at any time by mutual written consent of the Parties. Any amendments shall come into force on the date agreed by the Parties. Such amendments will form an integral part of this Memorandum of Understanding.

Article X
ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Memorandum of Understanding will enter into force on the date of its signing.
2. The cooperation under this Memorandum of Understanding will continue for five (5) years, and may be extended for another five (5) years by mutual written consent of the Parties.
3. Either Party may terminate this Memorandum of Understanding at any time by giving written notification to the other Party regarding its intention to terminate this Memorandum of Understanding at least 90 (ninety) days prior to the intended date of termination.
4. Termination will not affect the completion of program made under this Memorandum of Understanding, unless the Parties agree otherwise.
DONE in Vilnius on 8th December 2017, in duplicate each in the Lithuanian, Ukrainian and English languages, all texts being equally authentic. In case of divergence of interpretation of this Memorandum of Understanding, the English text shall prevail.

For the Ministry of Energy of the Republic of Lithuania

Žygimantas Vaičiūnas
Minister

For the Ministry of Energy and Coal Industry of Ukraine

Ihor Nasalyk
Minister