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ANNEX I

CONDITIONS FOR CONSULTING AGENCIES

1. Definition

For the purposes of this Agreement, the term "Consulting Agencies" shall mean any public authority and public or Private Corporation as well as any organisation, whether public or private, foreign or international, approved by the Parties and engaged by the Ministry for Foreign Affairs of Finland to provide supporting services for the implementation of projects and programmes. "Consulting Agency" does not mean the public authorities and private persons of Georgia.

2. Obligations of Finland

Finland shall pay the fees and costs of the Consulting Agencies, excluding the costs to be covered by Georgia as set out in paragraph 3 below.

3. Obligations of Georgia

Georgia shall, unless otherwise agreed in a Specific Agreement;

(a) Grant Consulting Agencies, free of charge and without undue delay, all necessary permits, licence and authorisations;

(b) Provide and bear the costs of suitable office accommodation, communication infrastructure and other services for Consulting Agencies in the performance of their official duties, to the extent possible.

(c) Exempt Consulting Agencies from direct taxes or charges in respect of any emoluments paid to them from funds or resources outside Georgia for the services in Georgia under this Agreement;

(d) Impose no currency or foreign exchange restrictions on financial resources transferred into Georgia by Consulting Agencies in accordance with the laws of Georgia for the implementation of the project, and allow the exportation of such funds;

(e) Exempt Consulting Agencies from professional registration and other similar requirements if such requirements should be provided by the laws of Georgia;

(f) Exempt Consulting Agencies from the duty to submit to the authorities of Georgia any tax or financial declarations required from private persons or corporations. Irrespective of the exemption from obligation to register themselves referred to in subsection 3 e) of this section Consulting Agencies need to register in order to obtain tax privileges granted in this Agreement. VAT for local purchases done by the Consulting Agency in Georgia shall be paid and administered in compliance with the Georgian law in force;

(g) Promptly issue, free of charge, the necessary import licenses and other permits for the importation of equipment to be used for the implementation of a project or programme;

(h) exempt the equipment from all customs duties, taxes and other related charges pertaining to their entry into and exportation from Georgia, exempt the equipment from all import and export prohibitions and restrictions if possible, and ensure prompt and safe reception, berthing, handling, clearing and forwarding as well as storing and further transportation of the imported equipment; and

(i) Facilitate the registration of vehicles brought into Georgia.

ANNEX II

CONDITIONS FOR PERSONNEL

1. Definition

For the purposes of this Agreement the term "Personnel" means personnel employed by Consulting Agencies as well as persons employed by Finland for the implementation of projects and programmes under this Agreement.

2. Obligations of Finland

2.1. Finland shall cover the salaries, fees and costs of the Personnel, excluding the costs to be covered by Georgia as set out in paragraph 3 below.

2.2. Finland shall cover the travel costs of the Personnel and their families to and from Georgia. Family status in this regard shall apply to spouse and children of members of Personnel.

3. Obligations of Georgia

Georgia shall take the following measures with regard to the expatriate Personnel serving in Georgia:

(a) grant the Personnel and their families, free of charge, and without undue delay, multiple entry and exit visas, work and residence permits and other necessary permits and authorisations for the entire duration of their assignment;

(b) Facilitate the registration of vehicles for the personal use of the Personnel and their families;

(c) Exempt the Personnel and their families from customs duties, taxes and other related charges with regard to household or personal effects, including vehicles, imported into Georgia for their exclusive use within six months of their arrival into Georgia. The personnel and their families are entitled to export these effects free of any customs duties, taxes and other related charges;

(i) in the event that any of the effects referred to in subparagraph (c) above are damaged beyond repair at reasonable cost or otherwise lost without negligence on the part of the Personnel and their families, the exemption mentioned in that subparagraph shall apply to the importation of new ones irrespective of any time limit;

(ii) should the Personnel or the members of their families sell in Georgia any of the effects referred to in subparagraph (c) above to a person not having the same privileges, they shall be obliged to pay all customs duties, taxes and other related charges;

(d) Exempt the Personnel from income tax or any other direct taxes or charges, including contributions to national social security schemes, in respect of any emoluments paid to them for their services in Georgia under this Agreement;

(e) Exempt the Personnel and the members of their families from the duty to submit to the authorities of Georgia any tax or financial declarations required from the citizens of Georgia or aliens residing in Georgia;

(f) Impose no currency or foreign exchange restrictions on financial resources transferred into Georgia by the Personnel and their families for their personal use, and allow the exchange and the exportation of such funds as well as facilitate the opening of bank accounts;

(g) Exempt the Personnel from professional registration, licence and other similar requirements if such requirements are provided by the laws of Georgia;

(h) Ensure that the Personnel and their families shall enjoy full protection of law;

(i) Accord Personnel and their families the same repatriation facilities in the event of national or international crises as provided to the personnel of diplomatic missions;

4. Other provisions

4.1. Georgia has the right to request the recall or replacement of any member of the Personnel, whose work or conduct is deemed unsatisfactory. Before exercising this right Georgia shall consult Finland.

4.2. Finland has the right, upon prior notice in writing to Georgia, to recall a member of the Personnel. Before exercising this right Finland shall, except in cases of special urgency, consult Georgia and, if requested, endeavour to secure a suitable replacement.

4.3. The Roving Ambassador of Finland and the Ministry for Foreign Affairs of Finland in Helsinki shall be promptly notified in the event of arrest or detention, for any reason whatsoever, of any member of the Personnel or their families, or of criminal proceedings instituted against them. The representatives of Finland shall be entitled to visit the arrested or detained person. Such a person shall have the right to be represented by a lawyer.

ANNEX III

CONDITIONS FOR COMMODITIES

1. Definition

For the purposes of this Agreement, the term "Commodities" means goods, materials, vehicles, machinery, equipment and any other items made available by Finland for projects and programmes under this Agreement.

2. Obligations of Finland

Finland shall:

(a) Cover the actual costs, such as purchase, transport and, as appropriate, insurance, and related to each consignment of Commodities;

(b) Be in charge of the delivery of Commodities to Georgia;

(c) Require that the Consulting Agencies notify designated agencies in Georgia of the estimated date of arrival of the consignments immediately upon dispatch, and forward shipping documents, invoices and other related information.

3. Obligations of Georgia

Georgia shall, unless otherwise agreed in a Specific Agreement:

(a) Notify, if appropriate, Finland of the documentation required for procedures related to customs clearance;

(b) Promptly issue, free of charge, the necessary import licences and other permits for the importation of Commodities;

(c) exempt from of all customs duties, taxes and other related charges pertaining to their entry into Georgia, as well as exempt Commodities from all import and export prohibitions and restrictions according to the internal legislation;

(d) Ensure prompt and safe reception, berthing, handling, clearing, forwarding as well as storing and further transportation of the imported Commodities;

(e) take all appropriate measures and institute any proceedings that may be necessary with regard to claims concerning loss or damage, whether total or partial, of any consignment of commodities and notify Finland promptly thereof;

(f) be exclusively responsible for and bear the costs of the measures referred to in subparagraph (d) above if the Commodities have been delivered to Georgia;

(g) Facilitate the registration of vehicles brought into Georgia.

4. Other provisions

4.1. The Commodities shall be at the exclusive disposal of the project in question during its implementation.

4.2. Upon the completion of the project the Commodities shall become the property of Georgia (the Centre for Monitoring and Prognostication) unless otherwise agreed by the Parties.