

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA
AND
THE CABINET OF MINISTERS OF UKRAINE
ON MUTUAL RECOGNITION AND EXCHANGE OF NATIONAL DRIVING
LICENSES

The Government of the Republic of Lithuania and the Cabinet of Ministers of Ukraine (hereinafter referred to as the “Contracting Parties”),

having regard to the obligations derived from bilateral and multilateral agreements, to which both Contracting Parties are parties,

considering that in both States the traffic control rules and signs are in conformity with the provisions of the Vienna Convention on Road Traffic of 8 November 1968, and the categories of vehicles and driving licenses, as well as conditions and exams, are in conformity with the above mentioned Convention, and in general comply with the Directive 2006/126/EC of the European Parliament and of the Council of 20 December 2006 on driving licenses,

with the aim to further develop and strengthen cooperation, beneficial for both States,

striving to grant more facilitations for the nationals of the State of one Contracting Party permanently residing in territory of the State of the other Contracting Party,

have agreed as follows:

Article 1

The Contracting Parties shall mutually recognize and shall allow to exchange national driving licenses that are not temporary, are valid and were issued by competent authorities of the States of the Contracting Parties under the legislation applicable in the territory of the States of the Contracting Parties (hereinafter referred to as the "driving license") to their nationals who permanently reside in the territory of the State of the other Contracting Party (hereinafter referred to as the "holder of driving license"). The categories of driving licenses subject to the exchange are listed in Annex II to this Agreement.

Article 2

1. The term "permanent residence" shall be defined according to the legislation applicable in the territory of the States of the Contracting Parties.

2. The term "competent authorities" means bodies or their authorized divisions of the States of the Contracting Parties that directly issue and exchange driving licenses and are authorized to process related personal data.

3. The term "central competent authorities" means bodies of the States of the Contracting Parties to which sphere of management the competent authorities belong.

4. The term "driver medical certificate" means a valid certificate issued by the competent health care institution of the Contracting Party, confirming individual's physical and mental fitness to drive a certain category of motor vehicles.

5. The term "personal data" means any information related to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that data subject.

6. The term "personal data processing" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

7. The term "transmission" means exchange of data between competent authorities of the States of the Contracting Parties. Further transfer of data to other states does not fall within the meaning of transmission.

Article 3

1. A holder of driving license issued in the territory of the State of one Contracting Party has the right to exchange his/her driving license of the categories listed in Annex II to this Agreement in the territory of the State of the other Contracting Party without taking theoretical and practical exams.

2. For the purpose of paragraph 1 of this Article the holder of driving license shall comply, as provided by the legislation applicable in the territory of the State of the Contracting Party where the exchange will be carried out, with the legal requirements for the age necessary to obtain the relevant categories of a driving license of which the exchange will be carried out.

3. The equivalence of the driving licenses categories of the States of the Contracting Parties shall be determined in Annex II to this Agreement.

4. Restrictions for driving vehicles that may be established by the legislation applicable in the territory of the State of the Contracting Party where the exchange will be carried out shall be applied considering the date when a right to drive vehicles of relevant categories, indicated in an exchangeable driving license, was granted.

Article 4

1. This Agreement shall be applied only to driving licenses issued before the date on which a holder of such a driving license acquired a right for permanent residence in the territory of the State of the Contracting Party where the exchange will be carried out.

2. This Agreement shall not apply to driving licenses that were obtained as a result of the exchange of driving licenses issued by the other state and that are not exchangeable in the territory of the State of the Contracting Party where the exchange will be carried out.

3. Documents issued in accordance with the legislation applicable in the territory of the States of the Contracting Parties that indicate training and retraining of drivers or granted to driving courses graduates, shall not be a subject of the recognition for the purpose of exchange under this Agreement.

Article 5

1. For the driving license exchange, a holder of driving license shall submit to a competent authority of the State of the other Contracting Party the following documents:

a) the valid document that confirms the permanent residence in the territory of the State of the other Contracting Party;

b) the applicant's original valid driving license and its certified translation in accordance with legislation applicable in the territory of the State of the other Contracting Party into the language of the State of the other Contracting Party where the exchange will be carried out;

c) the valid driver medical certificate;

d) the documents confirming the payment of the fee or services for the exchange of driving license;

e) other documents required by the competent authority of the State of the other Contracting Party in accordance with legislation applicable in the territory of the State of that Contracting Party.

Article 6

1. To verify the validity and authenticity of the driving license, the competent authority of the State of the Contracting Party that will carry out an exchange of driving license may perform online verification of the driving license issued by the competent authority of the State of the other Contracting Party using an official web-portal of such competent authority, send a written request to the competent authority of the State of the other Contracting Party through diplomatic channels or by e-mail.

Using diplomatic channels the request shall be sent by the competent authority of the Lithuanian Contracting Party through the Embassy of Ukraine in the Republic of Lithuania, and by the competent authority of the Ukrainian Contracting Party through the Embassy of the Republic of Lithuania in Ukraine. The format of exchange of information through e-mail shall be established by the competent authorities of the States of the Contracting Parties.

2. The competent authority of the State of the other Contracting Party shall respond to the request on the validity and authenticity of driving license within thirty (30) calendar days after the receipt of the request.

3. The competent authorities of the States of the Contracting Parties shall use the Information Exchange Form contained in Annex I to this Agreement to transmit a request and provide a response to the request.

4. The competent authority of the State of the Contracting Party that will carry out an exchange of the driving license shall refuse to exchange the driving license in case the competent authority of the State of the other Contracting Party provides information about invalidity of a driving license or the holder of the driving license is deprived of the right to drive a vehicle or is temporarily restricted in such a right in the territory of the State of the other Contracting Party.

5. The provisions of this Article shall not affect the right of competent authorities of the States of the Contracting Parties to use other available means to verify the validity and authenticity of driving license or to accept documents from a holder of a driving license that prove validity and authenticity of a driving license submitted for exchange. Such documents shall be legalized, unless other requirements are established by international agreements, to which both Contracting Parties are parties.

Article 7

1. The competent authority of the State of the Contracting Party where the exchange was carried out shall return the original of a driving license that has been exchanged to the competent authority of the State of the other Contracting Party via the diplomatic channels. The competent authority of the Republic of Lithuania shall submit the exchanged driving license to the Embassy of Ukraine in the Republic of Lithuania, the competent authority of Ukraine shall submit the exchanged driving license to the Embassy of the Republic of Lithuania in Ukraine.

2. In case the competent authority of the State of one Contracting Party receives the invalid or unauthentic driving license as the result of exchange, it shall notify the competent authority of the State of the other Contracting Party about it.

Article 8

1. The central competent authorities of the States of the Contracting Parties for the implementation of this Agreement shall be:

- a) for Ukraine – Ministry of Internal Affairs of Ukraine.
- b) for the Republic of Lithuania – Ministry of the Interior of the Republic of Lithuania.

The competent authorities of the States of the Contracting Parties for the implementation of this Agreement shall be:

- a) for Ukraine – the Head Service Center of the MIA Ukraine.
- b) for the Republic of Lithuania – the State Enterprise «Regitra».

2. The Contracting Parties shall exchange specimens of their valid driving licenses and the contact information on their competent authorities and central competent authorities via diplomatic channels before the entry into force of this Agreement.

3. In case of changes to the competent authorities or central competent authorities, the Contracting Parties shall inform each other about it through diplomatic channels without amending this Agreement.

4. The Contracting Parties shall immediately inform each other through diplomatic channels of any changes in specimens driving licenses or any changes or amendments to the legislation applicable in the territory of the States of the Contracting Parties that may affect the implementation of this Agreement.

Article 9

1. The Contracting Parties shall transfer personal data under this Agreement in accordance with the requirements of the legislation applicable in the territory of their States and taking into account also their international obligations in this area.

In the event of divergence in provisions of the legislation applicable in the territory of the States of the Contracting Parties in the field of personal data protection, each such an issue shall be resolved on a case-by-case basis after the consultations between the competent authorities of the States of the Contracting Parties.

2. Personal data may be transferred only to the competent authorities of the States of the Contracting Parties, as defined in this Agreement, and to their authorized officials. Personal data may be transferred only for the purposes specified in this Agreement and in an amount proportional to those purposes. The Contracting Parties shall not transfer personal data for other purposes than those specified in this Agreement.

The Contracting Parties shall take into account the prohibitions on the transmission of data, established by the legislation applicable in the territory of their States. The transfer of personal data shall not take place if the requested Contracting Party has a reason to believe that it is contrary to the requirements of the legislation applicable in the territory of its State, its international obligations, or may harm the rights and freedoms of the data subjects. In case of the transmission of personal data that is not subject to transmission, the requesting Contracting Party shall be immediately notified in this regard, destroy such data and inform thereof the requested Contracting Party.

3. The Contracting Parties shall guarantee compliance with the principle of limited data storage, which means that personal data shall not be stored in a form that allows the identification of the data subject longer than it is necessary to achieve the purposes defined in this Agreement.

4. The requesting Contracting Party may share personal data received under this Agreement with a third party only upon the written permission of the requested Contracting Party and provided that the third party provides an appropriate level of personal data protection in the sense of the legislation applicable in the territory of the State of the requested Contracting Party. In the request for such written permission the requesting Contracting Party shall provide information on the amount and category of data it intends to share with the third party, the third party to which the data will be transmitted, as well as the legal basis and purpose of the transmission.

For the purposes of this Article, "third party" means any person, authority, institution, organization, including international ones, which are not included in the list of competent authorities of the States of the Contracting Parties under this Agreement, excluding the data subject and the supervisory authorities of the States of the Contracting Parties in the field of personal data protection.

5. The transmission of special categories of personal data, in particular those related to racial or ethnic origin, political, religious or philosophical beliefs, membership in political parties and trade unions, as well as data relating to health, sexual life, biometric or genetic data within the framework of this Agreement shall be prohibited. Personal data related to criminal convictions shall not be transferred as well. These categories of data may be transmitted and processed only in exceptional cases, expressly provided by the legislation applicable in the territory of the State of the requested Contracting Party.

6. The Contracting Parties shall ensure an appropriate level of protection of personal data transmitted and received under this Agreement by taking specific and appropriate organizational and technical security measures, as well as classifying personal data into general and special categories, strict restriction of access to data, establishing the procedure for storing data in accordance with their category and with the application of proportional security and confidentiality measures, as well as the use of methods of pseudonymization or data encryption.

The Contracting Parties shall guarantee that the protection of special categories of data shall include the provision of enhanced organizational and technical security measures.

7. The Contracting Parties shall take all necessary measures to ensure the reliability, accuracy and relevance of the transmitted personal data, as well as their proportionality to the purposes. In the event when after the transmission of data any Contracting Party becomes aware of their unreliability, disproportionateness or inaccuracy, it shall immediately notify the other Contracting Party in this regard in order to make the necessary changes.

8. The transmitted personal data shall be destroyed or corrected in the following cases:

a. in case of personal data is found to be unreliable, disproportionate or inaccurate to the purposes of processing.

b. in case of the requested Contracting Party reported that the transmission of personal data was previously recognized as inconsistent with the requirements of the legislation applicable in the territory of its State.

c. in case of personal data is no longer needed to achieve the purposes defined in this Agreement.

d. in case of expiration of the processing period, if it was directly established by the requested Contracting Party.

e. in case of termination of this Agreement.

9. The Contracting Parties shall guarantee the maintenance of a register of the transmission and destruction of personal data. Entries in the register shall contain information on the amount of personal data transmitted, the date, time and purpose of their transmission, as well as the competent authority/person transmitting, receiving or destroying personal data.

10. The competent authorities of the States of the Contracting Parties shall ensure that data subjects have the right to obtain from the competent authority an information on whether or not personal data concerning him or her are being processed, and, when that is the case, access to the personal data and the information about the categories of personal data concerned; the recipients or categories of recipients to whom the personal data have been or will be disclosed; the identity and the contact details of the competent authorities of the States of the Contracting Parties; the contact details of the data protection officer; the purposes of the personal data processing; the right to lodge a complaint with a supervisory authority and the contact details thereof where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period; the existence of the right to request from the competent authority rectification or erasure of personal data or restriction of processing of personal data concerning the data subject; where

the personal data are not collected from the data subject, any available information as to their source.

11. Upon the request of a data subject concerned, whose data have been transmitted pursuant to the provisions of this Agreement to the competent authority of the State of the other Contracting Party, such data subject within one month after receipt of the request by the competent authority, shall be provided with the information on action taken on the request. The competent authority of each Contracting Party may apply an administrative fee or refuse to act on the request if the data subject's requests are manifestly unfounded or disproportionate, in particular due to their repetitive nature.

12. A data subject, whose data have been transmitted pursuant to the provisions of this Agreement, shall have the possibility to require to have incomplete personal data concerning him/her completed or to have inaccurate personal data concerning him/her rectified, erased as well as to require to restrict processing of personal data in case the transmission thereof infringes the provisions of this Agreement. The competent authorities of the States of the Contracting Parties shall inform the competent authority, from which the inaccurate personal data have been received, about the rectification or erasure of inaccurate or supplementation of incomplete personal data as well as the restriction of processing of personal data due to the request of a data subject. The right of a data subject concerned to receive such information shall be governed by the legislation applicable in the territory of the State of the Contracting Party, in the territory of which such request is submitted.

13. The Contracting Parties shall ensure that the national personal data protection supervisory authority, acting in accordance with the appropriate legislation applicable in the territory of the States of the Contracting Parties, shall supervise the compliance with the requirements for the protection of personal data provided for in this Agreement. In case of violation of the right to the protection of personal data, the affected natural persons shall have the right to lodge a complaint to national data protection supervisory authority and the right to access to justice in accordance with the legislation applicable in the territory of the State of the respective Contracting Party.

14. If the competent authority of one Contracting Party becomes aware of a personal data breach, it shall inform the competent authority of the other Contracting Party as soon as possible and, in coordination with the mentioned competent authority, use reasonable and appropriate means to remedy the personal data breach to minimise the potential adverse effects. The competent authority of one of the Contracting Parties shall also notify the data subject without undue delay of a breach of personal data security, when the breach of personal data security may result in a significant risk to the rights and freedoms of a data subject.

Article 10

1. This Agreement shall not affect the rights and obligations of the Contracting Parties under any other international agreements to which they are parties.

2. Any disputes concerning the interpretation and implementation of this Agreement shall be settled through consultations and negotiations between central competent authorities of the States of the Contracting Parties.

Article 11

1. This Agreement is concluded for an indefinite period of time and shall enter into force sixty (60) days after the date of receipt of the last written notification via diplomatic channels by which the Contracting Parties notify each other about the completion of their national procedures necessary for the entry into force of this Agreement.

2. This Agreement may be amended by mutual written consent of the Contracting Parties. Such amendments shall be made in the form of separate protocols constituting an integral part of this Agreement, which shall enter into force in accordance with paragraph 1 of this Article.

3. Annexes to this Agreement shall form its integral part and may be amended by the Contracting Parties through exchange of notifications via diplomatic channels.

4. Any Contracting Party may terminate this Agreement by sending a written notification, via diplomatic channels, to the other Contracting Party. Such termination shall take effect after six (6) months following the date of receipt of such a written notification by the other Contracting Party.

Done at Brussels on 30 May 2023 in duplicate, each in the Lithuanian, Ukrainian and English languages, all texts being equally authentic. In case of divergences in interpretation or implementation of this Agreement, the English text shall prevail.

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

**For the Cabinet of Ministers
of Ukraine**

INFORMATION EXCHANGE FORM
REQUEST

(NAME OF THE LITHUANIAN/UKRAINIAN COMPETENT AUTHORITY)		
1.	LIETUVIŠKAS / UKRAINIETIŠKAS VAIRUOTOJO PAŽYMĖJIMAS (serija ir numeris)	
	ЛИТОВСЬКЕ / УКРАЇНСЬКЕ ПОСВІДЧЕННЯ ВОДІЯ (серія та номер)	
	LITHUANIAN / UKRAINIAN DRIVING LICENSE (series and number)	
2.	PAVARDĖ	
	ПРИЗВИЩЕ	
	SURNAME	
3.	VARDAS	
	ІМ'Я	
	NAME	
4.	GIMIMO DATA	
	ДАТА НАРОДЖЕННЯ	
	DATE OF BIRTH	
5.	GIMIMO VIETA	
	МІСЦЕ НАРОДЖЕННЯ	
	PLACE OF BIRTH	
Priedas: vairuotojo pažymėjimo fotokopija (abi pusės). Додаток: фотокопія посвідчення водія з обох сторін. Annex: photocopy of driving license (both sides).		

RESPONSE

(NAME OF THE LITHUANIAN / UKRAINIAN COMPETENT AUTHORITY)		
6.	VAIRUOTOJO PAŽYMĖJIMAS GALI BŪTI KEIČIAMAS (įrašyti "TAIP" arba "NE")	
	ПОСВІДЧЕННЯ ВОДІЯ ДІЙСНЕ ДЛЯ ОБМІНУ (вказати "ТАК" чи "НІ")	
	DRIVING LICENSE IS VALID FOR EXCHANGE (indicate «YES» or «NOT»)	
7.	IŠDAVIMO DATA	
	ДАТА ВИДАЧІ	
	DATE OF ISSUE	
8.	GALIOJA IKI	
	ДАТА ЗАКІНЧЕННЯ СТРОКУ ДІЇ	

	EXPIRY DATE	
9.	KATEGORIJS (SUTEIKIMO DATA)	
	КАТЕГОРІЇ (ДАТА ВІДКРИТТЯ)	
	CATEGORIES (DATE OF ISSUANCE)	
10.	VAIRUOTOJO PAŽYMĖJIMAS IŠDUOTAS VIETOJE KITOS ŠALIES, NEI SUSITARIANČIOS ŠALYS, IŠDUOTO VAIRUOTOJO PAŽYMĖJIMO (įrašyti „NE“ arba „TAIP“. Jei „TAIP“, nurodomas ankstesnės šalies tarptautinis trumpinys)	
	ПОСВІДЧЕННЯ ПОХОДИТЬ ВІД ОБМІНУ ПОСВІДЧЕННЯ ВОДІЯ, ВИДАНОГО ІНШОЮ ДЕРЖАВОЮ, НІЖ ДЕРЖАВИ ДОГОВІРНИХ СТОРІН (вказати «НІ» або «ТАК». Якщо «ТАК», то зазначити також міжнародну аббревіатуру держави попередньої видачі)	
	LICENSE ORIGINATES FROM EXCHANGE OF DRIVING LICENSE ISSUED BY A STATE OTHER THAN THE STATES OF THE CONTRACTING PARTIES (indicate «NO» or «YES». If «YES» – specify also international abbreviation of the country of previous issuance)	
11.	TEISĖ VAIRUOTI TRANSPORTO PRIEMONES YRA ATIMTA (įrašyti „TAIP“ arba „NE“)	
	ПОЗБАВЛЕННЯ ПРАВА КЕРУВАННЯ ТРАНСПОРТНИМИ ЗАСОБАМИ (вказати “ТАК” чи “НІ”)	
	THE RIGHT TO DRIVE VEHICLES IS DEPRIVED (indicate “YES” or “NO”)	

ANNEX II

I. TABLE OF EQUIVALENCE
for the exchange of Ukrainian driving licenses issued before
16 November 2008 to Lithuanian driving licenses

Categories of Ukrainian driving licenses	Categories of Lithuanian driving licenses
A	AM, A1, A2, A
B	B, B1

II. TABLE OF EQUIVALENCE
for the exchange of Ukrainian driving licenses issued after 16 November 2008 to
Lithuanian driving licenses

Categories of Ukrainian driving licenses	Categories of Lithuanian driving licenses
A1	AM
A	A1, A2, A
B1	B1
B	B

III. TABLE OF EQUIVALENCE
for the exchange of Lithuanian driving licenses to Ukrainian driving licenses

Categories of Lithuanian driving licenses*	Categories of Ukrainian driving licenses
AM	A1
A1	A1
A2	A1
A (≤ 25 kW, 0,16 kW/kg) (gained after 2011-01-18)	A1
A	A, A1
A (with code 79.03)	B1 (with code 79.03)
B1 (gained till 2011-01-18)	B1
B1(gained after 2011-01-18)+A	B1
B	B

*In case categories have indication of code 78 (license restricted to vehicles with automatic transmission), the exchanged license should have a relevant indication otherwise the license shall not be exchanged.