

AGREEMENT ON ELECTRONIC SUBMISSION OF DOCUMENTS

_____ No _____
(date) (registration number)

(place)

I. CONTRACTING PARTIES

(tax administrator name)
represented by _____, acting in accordance with _____
(position held, full name) (the basis of representation)
_____ (hereinafter referred to as the tax administrator) and

(forename, surname or name of the taxpayer, taxpayer's identification number (code)
(hereinafter referred to as the taxpayer represented by _____, acting
(position, full name of the representative)
in accordance with _____, have entered into this Agreement
(the basis of representation)
on electronic submission of documents (hereinafter referred to as the Agreement).

II. OBJECT OF THE AGREEMENT

1. The Agreement establishes the relations between the taxpayer and the tax administrator during electronic submission and acceptance of documents via Electronic Declaration System (EDS).
2. The list of the forms of the documents electronic submission of which serves as an object of agreement between the parties is publicly available in the website of EDS.

III. RIGHTS AND DUTIES OF THE PARTIES

2. The taxpayer must:
 - 2.1. before starting electronic submission of documents to get familiar himself with the rules of Electronic submission of documents (hereinafter referred to as the Rules);
 - 2.2. to submit to the tax administrator within 5 working days a correspondingly completed Annex to the Agreement "Data on the Electronic Declaration System user" (hereinafter referred to as the Annex to the Agreement) in cases where the powers of the EDS user to submit documents and/or to carry out other actions related to the documents submitted are terminated or changed.
3. The taxpayer shall undertake:
 - 3.1. to submit correct data within the time frames as stipulated in the legal acts;
 - 3.2. to use only the e-mail address registered in the EDS during submission of documents by e-mail;
 - 3.3. to use the personal data of the EDS user(-s) with his/her(their) consent only for the purposes of submission and/or declaration of electronic documents.
4. The tax administrator shall be entitled to refuse to accept the document if it does not comply with the requirements of filling out and submission posed for the documents that are submitted electronically.
5. The tax administrator shall undertake:
 - 5.1. to consult the taxpayer on the matters related to electronic submission of documents;
 - 5.2. upon receipt of document by electronic means to notify the taxpayer that the document was accepted in the EDS;
 - 5.3. to keep confidential the data of the documents submitted electronically and other related information. To provide information in accordance with the legal acts.

IV. LIABILITY OF THE PARTIES

7. The tax administrator shall be held liable in accordance with the legal acts for security of the documents submitted electronically by the taxpayer.
8. The taxpayer shall not be held liable for the fact that due to the failure of information communication technologies the taxpayer will not be able to login to the EDS or for loss or distortion of the data during submission thereof resulting from such failures.

9. Neither party shall be liable for a total or partial failure to fulfil obligations if it proves that it has failed to fulfil its obligations as a result of force majeure. In the event where force majeure is proven, the parties should follow the provisions of the Civil Code of the Republic of Lithuania (Official Gazette, 2000, No 74-2262), the Rules of Exemption from Liability on Appearance of Force Majeure Circumstances approved by the Resolution No 840 of the Government of the Republic of Lithuania of 15 July 1996 (Official Gazette, No 1996, No 68-1652) and the Procedure of issue of the certificates certifying force majeure approved by the Resolution No 222 of the Government of the Republic of Lithuania of 13 March 1997 (Official Gazette, 1997, No 24-556).

10. The taxpayer shall be liable for the consequences arising from failure to ensure security of identification EDS measures, their transfer to the third parties and/or from failure to notify the tax administrator thereof in a timely manner.

V. AGREEMENT VALIDITY, TERMINATION, AMENDMENT

11. The Agreement comes into force from the day of its signature and / or approval in the EDS and is open-ended.

12. The tax administrator shall be entitled to unilaterally change the terms and conditions of the Agreement after having notified the taxpayer thereof 15 calendar days in advance.

13. The details of the Agreement shall be amended and/or supplemented by a new annex to the Agreement.

14. Amendments and supplements to the Agreement are valid when made in writing and signed by both parties or made and confirmed via EDS, except in the case referred to in clause 12.

15. Each party shall be entitled to terminate the Agreement. The party must notify the other party thereof in writing 15 working days in advance. Should the taxpayer violate the terms and conditions of the agreement, the tax administrator shall be entitled to terminate the Agreement without the need to comply with the notice term set out in this clause.

VI. FINAL PROVISIONS

16. In cases not provided for by this Agreement, the parties shall comply with the applicable laws and regulations of the Republic of Lithuania.

17. Any arising disputes concerning execution of the Agreement shall be settled by means of negotiation between the Parties. If the parties do not reach agreement by means of negotiation, each party to the Agreement shall be entitled to resolve the dispute in accordance with the laws of the Republic of Lithuania.

18. The Agreement is made and signed in Lithuanian language in two copies of equal legal power. One copy is given to each party.

VII. DETAILS OF THE PARTIES

Tax administrator
(Name, legal entity's code, office address, other details)

(Position held) (Signature) (Full name)

(L. S.)

Taxpayer
(Name (forename, surname), identification number (code), office (place of residence) address, other details)
(Signature) (Full name)