

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE SLOVAK REPUBLIC

AND

THE CABINET OF MINISTERS OF UKRAINE

CONCERNING

THE DONATION OF MILITARY EQUIPMENT

The Government of the Slovak Republic (the „Donor “) and the Cabinet of Ministers of Ukraine (the „Recipient “), hereinafter referred to as „the Parties “,

Taking into consideration that the cooperation in the military field is an integral part of the security and stability in Europe,

Considering the Agreement between the Participants of the Euro-Atlantic Treaty and other countries that take part in the Partnership for peace programme, concerning the status of its military forces signed in Brussels on 19 June, 1995,

Taking into account the foreign policy of Ukraine and its special partnership with NATO,

Considering the provisions of the Charter of the United Nations and emphasizing the inherent right of self-defence of every sovereign state according Article 51 hereof,

Taking into consideration the Agreement between the Ministry of Defence of the Slovak Republic and the Ministry of Defence of Ukraine on Cooperation in the Military Field signed on the 10th December 2010,

have agreed as follows:

Article 1

Donation

1.1 The Donor agrees to donate and the Recipient agrees to accept the Subject of this Agreement as listed in **Annex A** hereto (hereinafter referred to as the “Donation”).

Article 2

Delivery and Ownership

2.1 The Donation shall be picked up by the Recipient at the point of delivery, to be identified in writing by the Donor to the Recipient. The transport to the point of delivery shall be engaged in the name of the Donor. In addition, the Donor shall make sure that the transport of the Donation shall be without cost for the Recipient.

2.2 The Donation shall become the property of Recipient at the point of delivery.

Article 3

Warranties, Responsibility and Limitation of the Use

3.1 The Donor does not warrant or guarantee, whatsoever, a certain quality or usability of the Donation. In particular, but not limited to, the Donor shall not be responsible for the quality compliance required in order to use the Subject of the Donation in accordance with 3.3 on the territory of the Recipient.

3.2 Donor shall be released from any and all claims and incur no liability, including product liability, related to use of the Subject of this Agreement and shall not deal with any such claims in this regard. The Donor may only be liable in cases of intention or gross negligence.

3.3 The use of the Subject of this Agreement is limited to the application of the inherent Recipient's right of self-defence according to the Article 51 of the Charter of the United Nations. The Recipient shall not re-export the Subject of this Agreement to the third party.

Article 4

Primary Contacts

4.1 The Donor and Recipient shall each nominate an official as the primary contact person for the purpose of coordinating all issues related to this Agreement. As of the time of signature, the primary contacts are as listed below.

Donor:

Government of the Slovak Republic
represented by

[REDACTED]

[REDACTED]

[REDACTED]

Recipient:

Cabinet of Ministers of Ukraine
represented by

[REDACTED]

[REDACTED]

[REDACTED]

Article 5
General Provisions

5.1 The Agreement shall enter into force on the date of signature.

5.2 Any Amendment to this Agreement must be in writing and agreed upon by both Parties through an exchange of letters.

5.3 Any termination of this Agreement is subject to prior written notice and the orderly conclusion of any ongoing activities.

5.4 Any matter relating to the interpretation or the execution of this Agreement which is not covered by its terms shall be resolved by negotiations between the Parties. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods (dated April 11, 1980) does not apply to this Agreement. Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by consultation. All proceedings under this Article shall be held in the English language.

5.5 This Agreement shall be signed in two originals, in English language.

**On behalf of the Government of the
Slovak Republic**

**On behalf of the Cabinet of Ministers of
Ukraine**

Signature

Signature

Date and place

Date and place

ANNEX A

- 10 pieces of MiG29 with engines, 3 pieces of MiG29 without engines, with all necessary Petroleum, Oil, And Lubricants (POL), spare parts, ground support equipment, spare parts storage equipment, measuring and controlling equipment
- 2 pieces of KUB launcher devices, with all necessary spare parts, spare parts storage equipment
- 1 piece of KUB missile control and guidance station
- 52 pieces of anti-aircraft rockets 3M9ME
- 148 pieces of anti-aircraft rockets 3M9M3E

HANDOVER - TAKEOVER PROTOCOL

TRANSFERER:

Slovak Republic

Seat:

Represented by:

Tel/Cell:

E-mail:

TRANSFeree:

Ukraine

Seat:

Represented by:

Tel/Cell:

E-mail:

Based on the Agreement between the Government of the Slovak Republic and the Cabinet of Ministers of Ukraine concerning the donation of the military equipment the TRANSFERER is handing over to the TRANSFeree pursuant to § 1, para. 3 of Act no. 278/1993 Coll. on the administration of state property as amended, Subject specified in Annex A of the Agreement (hereinafter the “Donation”) to be used solely by the Armed Forces of Ukraine.

TRANSFeree is aware of the condition of the Donation. Upon receipt of the Donation the ownership of the Donation, as well as all rights and obligations related to the ownership of the material and the risk of damage transfers to the TRANSFeree.

Place and date of the takeover:

.....

for TRANSFERER

Name and Surname:

Place and date of the takeover:

.....

for TRANSFeree

Name and Surname: