Įsipareigojimų laipsniai EU teisės dokumentuose, ju ekvivalentai lietuvos dokumentuose.

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DEGREES OF OBLIGATION IN EU LEGAL DOCUMENTS:
THEIR EQUIVALENTS IN LITHUANIAN

BA THESIS

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ABSTRACT

The aim of the research is to analyse and compare modal verbs expressing obligation in legal documents in the English and Lithuanian language. Comparing the category of modality may prevent further difficulties in study and translation of modal verbs expressing obligation in legal documents.

To achieve the aim are used descriptive, contrastive, and statistical analysis. The methodology of the research is as follows: two law documents were selected from the official search list of law documents of Seimas, which have English and Lithuanian equivalent from the database of legal documents. The legal documents in English and their equivalents in Lithuanian, which are of the length of ten and fifteen pages have been selected to establish the prevailing tendency of usage of modal verbs expressing obligation in English and Lithuanian: *must, have to, have got to, shall, should and ought*. A manual selection has been carried out. In the process of selection, it was clear that one hundred cases will not fill in all the possible modals used. First of all, a reasonable decision was made by selecting the cases with minority of modal usage. Then, after the selection of the cases with minority uses, the group of modals, which were used in majority of cases were selected. After the selection, modal verbs were grouped into their related groups: *must, shall* and *should*. After that, they were subdivided into two major categories: use of modal verbs match in English and Lithuanian, and use of modal verbs do not match in English and Lithuanian.

As a result, it can be stated that in legal texts in the Lithuanian language obligation is usually expressed by the indicative mood and use of modal verbs, whereas in English only modal verbs are used.
Šio darbo objektas yra Europos Sąjungos teisiniuose dokumentuose vartojami modaliniai veiksmažodžiai, išreiškiantys įpareigojimą anglų ir lietuvių kalboje. Šioje srityje nėra tyrimų, kurie būtų vykdomi lietuvių kalba. Tyrimo apimtis yra ribota ir pagrindinis jos dėmesys skiriamas modaliniams veiksmažodžiams: *must, have to, have got to, shall, should, ought* ir jų ekvivalentams lietuvių kalboje: *privalėti, turėti, reikėtų*. Taip pat tikėtina, kad kai kuriais atvejais gali būti vartojami ne modaliniai veiksmažodžiai, o kitos įpareigojimą išreiškiančios priemonės.

Darbo tiriamas klausimas – kaip lietuvių kalbos sistema atspindi modalinių veiksmažodžių oficialiose dokumentuose vartojimą, lyginant su anglų kalba? Tyrimo tikslas - išanalizuoti modalinius veiksmažodžius, išreiškiančius įpareigojimą teisiniuose dokumentuose anglų ir lietuvių kalbomis. Norint pasiekti tikslą buvo iškelti šie uždaviniai:

1) Nustatyti modalinių veiksmažodžių dažninį pasiskirstymą anglų ir lietuvių kalbose
2) Išanalizuoti modalinių veiksmažodžių reiškmes
3) Išanalizuoti vyraujančią tendenciją versti veiksmažodžius, išreiškiančius įpareigojimą, į lietuvių kalbą
4) Palyginti modalinių veiksmažodžių ir jų atitikmenų įpareigojimo laipsnius lietuvių ir anglų kalbose

Tikslui pasiekti naudojama aprašomoji, kontrastinė ir statistinė analizė. Atlikus kontrastinę ir statistinę modalinių veiksmažodžių, reiškiančių įpareigojimą, vartojimo anglų ir lietuvių kalbomis analizę, būtų galima padaryti tokias išvadas:

1) modalinis veiksmažodis *shall* iš anglų kalbos gali būti vartojamas kaip: tiesioginė nuosaka, veiksmažodis *yra*, modalinis veiksmažodis *turi būti/turi/neturi*, veiksmažodis *galėti*, veiksmažodis *netenka* ir reiškinių *yra būtini*;
2) modalinis veiksmažodis *must* gali būti išverstas kaip: modalinis veiksmažodis *privalėti* ir *reikia*;
3) modalinis veiksmažodis *should*, gali būti vartojamas kaip šalutinis sakinis įreiškiančias aplinkybę.

Apibendrinant galima teigti, kad darbo tikslas yra pasiektas. Lietuvių kalbos sistemoje įpareigojimo vartojimą atspindi išraiškingos priemonės, tokios kaip: tiesiogė nuosaka ir modalinių veiksmažodžių vartojimas, kai anglų kalboje tokių konstrukcijų vartoti neįmanoma oficialiose dokumentuose, galimi tik modaliniai veiksmažodžiai.
INTRODUCTION

The object of the research is modal verbs expressing obligation in EU legal documents and their equivalents in the Lithuanian language. In this particular area of legal documents and modal meanings of obligation, there are no researches in the Lithuanian language. The scope of the study is restricted and focuses on modal verbs expressing obligation in English: must, have to, have got to, shall, should, ought and their equivalents in Lithuanian: privalėti (must), reikėtų (should), turėti (have to), turėti (shall) and it is expected, that in some cases there could be used not modal verbs, but other means expressing obligation. Comparing the category of modality may prevent further difficulties in translations of modal verbs expressing obligation in legal documents.

The category of modality in English is always a problem in translation (Retsker, 1982). The question of the research is: how the Lithuanian language in comparison to English reflects the use of modal verbs in legal documents?

The purpose of the research is to analyse modal verbs expressing obligation in legal documents in English and Lithuanian. The following objectives were set:

1) To determine the frequency distribution of modal verbs in English and Lithuanian

2) To analyse the meaning of modal verbs

3) To analyse the prevailing tendency of translating English verbs expressing modality into Lithuanian

4) To compare degrees of obligation of modal verbs and their equivalents in both languages

In this research, the data will be collected with the document analysis approach. The research documents were chosen randomly, but the main characteristic of selecting material was that they are EU legal documents, which are written in Lithuanian/English and have English/Lithuanian equivalent. The data have been collected from the official site of the Lithuanian Seimas (https://e-seimas.lrs.lt/portal/documentSearch/lt). The text for analysis is restricted to two law documents, each around five thousand words in length. One hundred sentences with modal verbs expressing obligation in English and their equivalents in Lithuanian were collected from the papers. After the selection, modal verbs are grouped into related groups: may, must, shall, have to, ought and, as a next step, they are subdivided into two major categories: use of modal verbs that match in English and Lithuanian and use of modal verbs that do not match in English and Lithuanian.

The descriptive, contrastive, and statistical analysis of data are used to achieve the aim. The descriptive analysis of syntactic patterns used in English and Lithuanian deals with the analysis of the structure of the sentences, since modality is expressed through the modal verbs. It will establish
the possible tendency in the use of meanings of modal verbs in both languages. The contrastive and statistical analysis of the use of modal verbs expressing obligation in English and Lithuanian will help to establish the prevailing tendency of translating modal verbs of obligation from English into Lithuanian. From the cases, which were selected from legal documents, manually were chosen one hundred cases. From them, were established their syntactic patterns and finally uses of modal was calculated and displayed through the figure.

Modal verbs in English such as *may, must, have to, have got to, shall, should* and *ought* are widely used in texts what makes the process of collecting data more manageable, and eventually makes it easier to establish a connection between them in both languages.

The current research is viewed as a step forward, and contribution to the field of grammar in analysing the deontic modality in Lithuanian and comparing them with the English modal verbs will give a general view on the situation in both languages. Also, this research may be viewed as a helping material for the people, who learn English or Lithuanian, or are interested in translation studies, since the frequency of distribution of modals, the prevailing tendency of translating/using the Lithuanian equivalents and semantics as well as syntactic patterns are analysed. However, it is expected that more researches will be carried out since, in Lithuanian grammar, there are few detailed investigations on the meaning of modal verbs.
1. THE HISTORY OF DEVELOPING OF LEGAL ENGLISH

It is essential to establish the connection between the formation of Legal English with the structure of the English language itself. Modal verbs are the foundation of the legal texts; therefore, the history of Legal English is presented in this section.

The English language development took centuries as well as the development of legal English. Legal English is considered as a variety of English, where the structure, morphology and style follow strict rules. It could be viewed as a global phenomenon, since it is used by every legal professional, as well as a legal translator, in their everyday life (Shiflett, 2017).

The legal English as a variety of the Old English was developed back in 1066 when William the Conqueror led the French forces from Normandy. The history suggests that the Norman Conquest was the reason why French became the official court language in that period of time. English was spoken language for commoners, whereas the aristocrats, which included the government and the legal sector (the court and legal officials) spoke French (Shiflett, 2017).

Not only the French language influenced Legal English, but also Latin. It was mainly preferred while writing the documents. Legal terms borrowed from Latin were pronounced and printed in the French manner; this leads to changes in the pronunciation of English words (Shiflett, 2017).

Considering the fact, that Legal English was the privilege only for the upper class (since they knew French), the uneducated English people, could not understand the court’s decisions, the Statute of Pleading was implemented in 1362. Since then, English was considered to become the official language of the legal system (Shiflett, 2017).

Later, legal English was changing significantly: new words were introduced, which still are used mainly in the legal language (wherein, thereby, etc.) and further legal terms appeared (corporation) (Shiflett, 2017).

Furthermore, it must be noted, that according to Alcaraz and Hughes, lawyers were creating doublets and triplets, which consisted of two or three synonyms. That was because not all lawyers were well-read speakers, and they simply wanted to develop language more logically, even if the structure would be deliberately broken. Here are some doublets and triplets:

1) False and untrue;
2) Sole and exclusive;
3) Full, true and correct;
4) Nominate, constitute and appoint; (Alcaraz and Hughes, 2014)

Present legal English has a lot of varieties according to the specific field where they are used. According to Maley (as cited in Shiflett, 2017), those subcategories are: judicial legal language,
courtroom language, language of legal documents, and the spoken language used between qualified and a client and each of subcategories could be described as unique for each case where they could be used (Shiflett, 2017).

Mykhalkova (n.d.), provides the list of main characteristics of Legal English:

1) The peculiar structure of a sentence;
2) Punctuation is often omitted;
3) Foreign phrases sometimes substitute English ones;
4) Repetition is avoided by words: hereof, thereof and whereof and their derivatives;
5) Phrasal verbs are usually used in a quasi-technical sense; (Mykhailova, n.d.)

In the 2010 study by Tiersma, the following characteristics of legal language are pointed out:

1) Technical terminology (such as seisin, testator, libel per quod, hedonic damages);
2) Archaic, formal, and unusual or difficult vocabulary (such as said/aforesaid; to wit; hereinafter);
3) Impersonal Constructions (avoidance of the first and second person pronouns "I" and "you"; judges referring to themselves as "the court");
4) Nominalisations ("the injury occurred...");
5) Passive constructions ("the girl was injured...");
6) Multiple Negation ("innocent misrecollect;ion is not uncommon");
7) Long and Complex Sentences (sometimes hundreds of words long);
8) Wordiness and redundancy ("I give, devise and bequeath the rest, residue and remainder of my estate...") (Tiersma, 2010).

Such characteristic features of legal language show the complexity of the structure of legal texts and point out once more, that only educated people in the specific field could without problems not only communicate with each other but also translate legal text according to the characteristics presented above.

2. FORMATION OF LEGAL LANGUAGE IN LITHUANIAN

The research is based on the English and Lithuanian legal documents, and this is the reason behind including the short history of formation the legal language in Lithuanian.

The process of formation of Lithuanian legal language was more complicated than the formation of Legal English through historical background and lack of knowledge in the field of legal translation. According to Maksimaitis (2007), the formation of the Lithuanian Legal language started in 1918 alongside with the restoration of the State of Lithuania. At those times, the court language
was Russian because the court could barely speak Lithuanian. Only in 1920 Lithuanian became the official language of the legal system. Around 1919, K. Jablonskis, who was a referent in the Second Department of the Ministry of Justice from 1919 till 1921, wrote the first draft of the legal language dictionary, which consisted of around 4000 Russian and Lithuanian words. But the dictionary was not perfect since it was only a draft. In 1922 Terminology Commission after the revision of people’s comments towards the first dictionary, made changes in the list of legal words and published it in magazines. Finally, the State Council in 1928 gave attention to the correct usage of Lithuanian language, and from then all the laws were published in Lithuanian (Maksimaitis, 2007).

3. CHARACTERISTICS OF LEGAL TEXTS

3.1. Legal Texts

Now, as the “Legal English” as a branch of legal language is explained, the characteristic of legal texts and legal norms should be described. According to Jaskot and Wiltos (2017), legal norms are presented in the form of statements in legal provisions, which consist of those elements:

1) The addressee of the norm;
2) The designated pattern of conduct designated to the addressee;
3) The circumstances that determine the behaviour foreseen in the norm, that is to say, the circumstances in which the addressee must act according to a determined model; (Jaskot and Wiltos, 2017, p. 5)

Facts or future events are described with uncertainty about their realisation in the future in legal texts. Legal norms are general and abstract since they refer to hypothetical or potential situations. This feature of legal standards allows them to be used repeatedly for stimulation of the norms of society. That stimulation is achieved by a certain behaviour model of a legal norm: 1) who is affected, 2) what were circumstances and 3) how they should behave in the situation (should the recipient be ordered, prohibited or allowed to do something), and then by the provision the content of the future decision is decided, as stated by Chauvin et al., (as cited in Jaskot and Wiltos, 2017, p. 5).

According to Salzwedel (as cited in Zelenka, 2013, p. 30), an interesting fact about legal context is that adverbs in legal texts must be avoided. Although adverbs could be used correctly in the legal context, they still can express a personal opinion, which should be avoided at all costs in such types of writing (Zelenka, 2013, p. 30).

3.2. Legal Translation

First of all, legal translation is a translation of legal texts, which are presented in the form of a text in a document. Every document is different since law depends on a country and its specific
legal system. The art of translation is complex as such. Still, in the context of legal translation, it is even more complicated because the translator of such texts should not only transfer the meaning of particular segment of the text but also retain and apply means from other languages/structures to their own culture. Similar cases could be found in different countries, but legal translation should have a similar effect on the recipient as the original text affects a particular recipient. Such adaptation is called “dynamic equivalence” according to Mikkelson (as cited in Peliškova, 2006, p. 45).

Furthermore, it is important to note, as Peliškova emphasised, that legal texts cannot be translated word by word as a scientific text. The translator should look for juridical and linguistic equivalents (Peliškova, 2006, p. 46).

4. FEATURES OF MODALITY IN ENGLISH

Modality as such is a very complex and multidimensional phenomenon in grammar. Most authors include in its structure not only the meanings that are the most heterogeneous, but also the functional purpose and belonging to the levels of the language structure, as they see it subjectively through their perspective. Meanwhile, this topic of modality is still significant for linguistics, especially for understanding Lithuanian notions expressing modality.

J. O’Neill in his study framed modality as a category which is concerned with grammatical moods and attitudes which came from the three modalities: alethic, which deals with possibilities, impossibilities and necessities; deontic, which deals with obligations and permissions; and finally dynamic, which deals with ability. Modality can be subdivided into two major categories: propositional and event based modality (J. O’Neill et al., 2017). This research will dive deeper into event based modality since deontic modality is in the category of that modality. According to J. O’Neill et al. (2017), event based modality deals with the events that have not yet happened and is expressed with the help of these three modal verbs: will, shall and must, which usually are used in the context with obligatory and/or permissive message. Also, the author states, that deontic modality allows the speakers to express what ought to be or what ought to do (O’Neill et al., 2017).

Describing modality, Downing and Locke state that “modality may be taken to express a relation with reality, while a non-modal utterance treats the process as reality” (Downing and Locke, 2006, p. 380). That expresses the idea that traditionally modality could be divided into objective and subjective. As Lyons states, deontic modality differs from other two (alethic and dynamic) in the point that deontic necessity should be provoked by somebody or something and explains: “If X recognises that he is obliged to perform some act, then there is usually someone or something that he will acknowledge as responsible for his being under the obligation to act in this way” (Lyons, 1977, p. 824). This idea shows that deontic modality is subjective is also supported by Quirk et al., who
defines it as “the manner in which the meaning of a clause is qualified so as to reflect the speaker’s judgment of the likelihood of the proposition it expresses being true”. And divides modals into two categories where category a is deontic:

a) Modals which controls events: “permission”, “obligation”, and “volition” (deontic modality);

b) Modals which usually involves person judgment of event: “possibility”, “necessity”, and “prediction” (epistemic modality); (Quirk et al. 1985, p. 219)

4.1. Modal Verbs in English

Modal verbs express certain relationships that exist in reality. Their meanings conveyed by modal verbs are mainly formed around two concepts - possibility and necessity. However, the obligation is also one of the concepts, which in this thesis is the major one.

Quirk et al. (1985) distinguishes six categories of verbs which express modality:

<table>
<thead>
<tr>
<th>(a) CENTRAL MODALS</th>
<th>can, could, may, might, shall, should, will, would, must</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) MARGINAL MODALS</td>
<td>dare, need, ought to, used to etc</td>
</tr>
<tr>
<td>(c) MODAL IDIOMS</td>
<td>had better, would rather/sooner, be to, etc</td>
</tr>
<tr>
<td>(d) SEMI-AUXILIARIES</td>
<td>HAVE to, BE about to, BE able to, BE bound to, BE going to, BE obliged to, BE supposed to, BE willing to, etc</td>
</tr>
<tr>
<td>(e) CATENATIVES</td>
<td>APPEAR to, HAPPEN to, SEEM to, GET + -ed, KEEP + -ing participle, etc</td>
</tr>
<tr>
<td>(f) MAIN VERB + non-finite clause</td>
<td>HOPE + to infinitive, BEGIN + -ing participle, etc</td>
</tr>
</tbody>
</table>

Table 1: Range of auxiliary verbs (Quirk et al., 1985, p. 137)

As mentioned above, Quirk et al., subdivides modal verbs of deontic modality into three subcategories:

1) “permission” – can/could, may/might;
2) “obligation” – must, have to/have got to, should, ought to;
3) “volition” – will/would, shall (Quirk et al., 1985, pp. 221-231).

Modal verbs of obligation are: must, have to, have got to, shall, should, ought and since the main purpose of the research is modal verbs which reflect obligation, further analysis of modal verbs must, have to, have got to, shall, should and ought is provided below.
4.1.1 On Obligation

Obligation is a part of deontic modality, online dictionary “The Free Dictionary” defines obligation as: “In its original sense, the term obligation was very technical in nature and applied to the responsibility to pay money owed on certain written documents that were executed under seal. Currently, obligation is used in reference to anything that an individual is required to do because of a promise, vow, oath, contract, or law. It refers to a legal or moral duty that an individual can be forced to perform or penalised for neglecting to perform”.

Leslie Green (n.d.) describes the legal obligation as “What then are legal obligations? They are legal requirements with which law’s subjects are bound to conform. An obligatory act or omission is something the law renders non-optional. Since people plainly can violate their legal obligations, “non-optional” does not mean that they are physically compelled to perform, nor even that law leaves them without any eligible alternative”.

From both definitions, it is clearly stated that obligation is any kind of action, which is expected to be done because of moral or legal duty.

4.1.2 Modal Verb Must

Downing and Locke (2006, p. 387) described obligation with the modal verb “must” as expressing the force of a direct command. This arrives from:

1) a cultural context where school, family or the speaker has authority over the listener;
2) taken responsibility for the action;
3) the verb itself is agentive (Downing and Locke, 2006, p. 387).

Also, Downing and Locke (2006, p. 387) lists the strategies of mitigation of the directness of the obligation, but not its inescapability:

1) I must catch the last bus without fail. (the subject is I, the obligation is internal)
2) Drug-traffickers must be punished. (3rd person subject; authority does not reside in the speaker; passive voice)
3) Applications must be in by May 1st. (non-agentive verb; passive; 3rd person subject);
4) Lizards must hibernate if they are to survive the winter. (= it is necessarily); (Downing and Locke, 2006, p. 387)

According to Quirk (1985, p. 225), must also can be viewed as self-admonishment, when a speaker poses authority over himself:

1) I’m afraid I must go now: I promised to be home at ten (Quirk et al., 1985, p. 225).

4.1.3 Modal Verb Shall

The modal verb shall, according to Downing and Locke (2006, p. 388), is rarely used in spoken language due to the strong meaning of the word, but it is mainly used in legal and formal
contexts (Downing and Locke, 2006, p. 388). Besides, Gibova (2011, p. 4) states that modals *must* and *shall* could be treated similarly since they both express obligation. However, the modal verb *must* is not as common in legal texts as the verb *shall* is, on the grounds that the modal *must* is seen as genuinely subjective (Gibova, 2011, p. 4).

Also, the usage of modal verb *shall* could be considered a significant characteristic of legal language. Due to possibilities of its meaning, it is the most frequently used modal verb. In his study 2006, Butt provides a list of definitions of the verb *shall*:

1) To impose a duty: *The distributor shall keep in good and saleable condition a stock of the Goods*;
2) To grant a right: *A purchaser shall have the right to cancel the purchase transaction until midnight*;
3) To give a direction: *The receipt of a person who appears to be a proper officer of the charity shall be a discharge to my trustees*;
4) To state circumstances: *The said restrictions shall be binding on the property hereby assured and the owner or owners thereof from time to time but the Purchasers shall not be personally liable for any breach thereof occurring after they shall have parted with all interest in the land in respect of which the breach shall occur*;
5) To create a condition precedent: *If the Vendor shall within one month of the receipt of such notice give written notice...*;
6) To create a condition subsequent: *If in any circumstances my said intended marriage shall not have been solemnised within the period of six months from the date hereof then at the end of that period this my said will shall become void*;
7) To express the future: *The waiver of the observance and performance of the said covenant shall terminate on the disposal of the said property* (Butt, 2006, p. 131).

### 4.1.4 Modals Have to and Have got to

Lexical modals *have to* and *have got to*, according to Downing and Locke (2006, p. 388), have different layers of obligation, *have to* is objective (external obligation) and *have got to* is subjective (internal obligation):

1) *I have to go* and see the Dean. (the obligation is external);
2) *I’ve got to go now.* (I gotta go now) (the obligation is internal); (Downing and Locke, 2006, p. 388)

In addition, in the section of modal idioms, Quirk explains the meaning of modals *have got to, had better, would rather* and *be to*:
1) HAVE got to has a meaning of ‘obligation’ and ‘logical necessity’;
2) Had better has a meaning of ‘advisability’, similar to the obligational meaning of ought to and should;
3) BE to express futurity; (Quirk et al., 1985, pp. 142-143)

### 4.1.5 Modal Verbs Should and Ought to

Historically, verbs should to and ought to were a form of the same verb which expressed duty/obligation. In present-day English, these verbs are already used separately.

In the study of Downing and Locke (2006, p. 390) should and ought to are modals of non-binding obligation. Such modals are used instead of must, since the verb must can mean necessity in the context, while should or ought to can mean something that could be desirable:

1) Candidates must be university graduates;
2) Candidates should have a knowledge of two foreign languages; (Downing and Locke, 2006, p. 390)

In addition to the above-listed meanings of should and ought to, Quirk also shows that those modals could rarely imply the speaker’s authority (but usually they are used to emphasise that the recommendation has not been carried out):

1) You should/ought to do as he says;
2) The floor should/ought to be washed at least once a week; (Quirk et al., 1985, p. 227)

Also, Quirk et al. (1985) provides examples with the use of should in perfective and progressive aspects, and states that only then should and ought to can express obligation:

1) I ought to be working now. [‘…but I’m not’];
2) You should have finished it. [‘…but you haven’t’] (Quirk et al., 1985, p. 235)

### 4.2. Degrees of Obligation in English

In this paper, modal verbs expressing obligation are analysed. To establish and compare their degree in the English and Lithuanian languages, it is necessary to provide a scale of their meaning, which is provided by Lane (n.d.) and a certain point from Quirk et al. (1985):

1) **Strong obligation** is expressed by the verbs: need to, must and have to. All three have equal strength of obligation;
2) **Weak obligation** is expressed by modal verbs should and ought to; they also have the identical strength of obligation (Lane, n.d.)

As the third category can be placed the **non-binding obligation**, which Quirk et al., introduced in his description of the modal verb should and ought to (to express a desire for something) (Downing and Locke, 2006, p. 390).
5. FEATURES OF MODALITY IN LITHUANIAN

The choice of researches in the field of modal verbs in Lithuanian is minimal. Some works describe epistemic modality with the limited number of modals described. In contrast, in the case of deontic modality, no detailed analysis of modal verbs of obligation or means by which the obligation can be expressed is carried out. Lithuanian researches on modals were carried out by Šiupšinskaitė (2006), Akelaitis (2011) and Judžentis (2012).

Modality in Lithuanian can be expressed in a number of ways. To express deontic modality, in the Lithuanian language, the imperative mood, infinitive, as well as the modal words denoting the will of the speaker are used (Šiupšinskaitė, 2006, p. 12).

Judžentis provides an analysis of the mood in Lithuanian with a focus on modality. The category of mood includes the field of modality which must be expressed by morphological and syntactic means. Deontic modality is expressed by grammatical and lexical means (modal verbs) in Lithuanian. Judžentis expressed the idea that members of the mood category cannot be directly associated with modality types (Judžentis, 2012, pp. 165-172).

Also, Judžentis (2012) gives a short explanation of every category of mood in Lithuanian:

1) Verbs of the indicative mood are unmarked members of a mood category. The use of the indicative mood is related to the expression of epistemic modality (Jie jau grįžo namo/They have already returned home). Still, in some cases, the use of indicative mood could express and deontic modality (Tegul atneša ledų!/Bring ice cream!).

2) The Imperative mood expresses the acts of the human will, which is a part of deontic modality (Grįžk namo/Go home). It is also mentioned that shades (degrees) of modality can be lexically expressed by modal verbs (Privalai grįžti namo/You must go home; Norėčiau grįžti namo/I would like to go home). Also, the imperative mood is used only under special conditions to express other modality (Ar prausk, ar neprausk varną – vis juoda).

3) The subjunctive mood can be used to express both modalities (epistemic and deontic) and can have a variety of meanings: possibility, condition, request/wish and encouragement/promotion. The most problematic in terms of meanings are wish and encouragement. In the majority of cases, the subjunctive mood is used with the simple sentence + conjunction + subordinate clause. With the help of such a construction, it is possible to use the subjunctive mood to express deontic modality in Lithuanian. (Kad tik mamytė greičiau namo grįžtu/If only mommy would come home faster) (Judžentis, 2012, pp. 172-175).

The short summary of the use of category of mood in Lithuanian shows that there is no decisive use of verbs in modal type of the sentence:
1) Declarative sentences use indicative and subjunctive mood, to find the imperative mood in those kinds of sentences is rare;
2) Interrogative sentences use verbs in the indicative mood, but in rare occasions, the imperative and subjunctive mood can be found;
3) Imperative sentences use imperative mood, but there also could be found the indicative and subjunctive mood (Judžentis, 2012, pp. 176-177).

The imperative mood is a grammatical category, which expresses requests and commands. As suggested by Šiupšinskaitė, the imperative mood is one of the most important means of expression of necessity (obligatoriness) and usually, it performs an appellative function, which primary affects the mind, thinking, beliefs, opinion and the senses (Šiupšinskaitė, 2006, p. 24).

Palauskienė (as cited in Šiupšinskaitė, 2006, p. 24) provides the list of seventeen imperative meanings:

1) Instruction  6) Supplication  11) Permission  16) Wish
2) Order  7) Invitation  12) Advice  17) Verdict
3) Command  8) Prompting  13) Suggestion
4) Ironic instruction  9) Prohibition  14) Warning
5) Request  10) Threatening  15) Precept

Šiupšinskaitė (2006) expresses an idea that the agent not only gives information to the recipient but also affects him or her by the use of deontic modality means (which are usually brought by the imperative mood verbs) (Šiupšinskaitė, 2006, p. 24). However, not all of the above-listed imperatives meanings could be applied into the context of legal texts, since the legal language is based on very strict rules and they must clearly state the action which should be done under the circumstances and cannot give for example ironic instructions, advice or suggestions.

5.1 Modal Verbs and Words which Express Modality in Lithuanian

In the Lithuanian language, according to Akelaitis (2011), modals could be subdivided into the following five categories:

1) Modal verbs: galėti (be able to), privalėti (must), reikėti (need to), turėti (have to);
2) Modal particles: gal (or), galbūt (maybe), turbūt (perhaps), neva (probably);
3) Modal adverbs: tikrai (really), iš tikrųjų (really), iš tiesų (really), greičiausiai(probably), tikriausiai (probably), veikiausiai (probably);
4) Insertion: matyt(apparently), regis(seems to be), be abejo(of course), ko gero (probably);
In the research by Jasionytė-Mikučionienė, modal verbs could be arranged in order of descending: privalėti (must), reikėtų (should), galėti/galėtų (can/could) and galėti/galėtų (may/might). Agent’s will is tracing in this particular order (Jasionytė-Mikučionienė, 2014, p. 48).

Also, in her research Jasionytė-Mikučionienė points out that compared to other investigations in the field of modality, there is a lack of them in the Lithuanian language, since the system of modality has not yet sufficiently been described (Jasionytė-Mikučionienė, 2014, p. 53).

Sinkuniene (2015) states that no clear division of degrees of obligation can be found in the field of grammar (Sinkuniene, 2015, p. 136). There is no possibility but to trust our instinct in deciding the degree of obligation in Lithuanian.

6. METHODOLOGY AND DATA

The data have been collected from the official Seimas database of legal documents, where documents are publicly available through the official website (https://e-seimas.lrs.lt/portal/documentSearch/lt). “Republic of Lithuania Law On Safeguard Measures” and “Republic Of Lithuania Law On Deposits Insurance” and their Lithuanian equivalents “Lietuvos Respublikos Protekcinių (Apsaugos) Priemonių Įstatymas” and “Lietuvos Respublikos Indėlių Draudimo Įstatymas” were selected from the search list of law documents, which have English and Lithuanian equivalent from the database of legal documents. The papers in English and their equivalents in Lithuanian, which are ten and fifteen pages in length, have been selected to establish the prevailing tendency of usage of modal verbs expressing obligation in English and Lithuanian: must, have to, have got to, shall, should and ought. Manual selection has been carried out, and in the process of selection, it was clear that those one hundred cases will not fill in all the possible modals used. A possible solution was to, first of all, select the cases with the minority of modals usage. Then, when from the documents were selected the cases with minority uses, the group of modals, which were used in the majority of cases were selected. After the selection, modal verbs were grouped into related groups: must, shall and should and, in a next step, they were subdivided into two major categories: use of modal verbs match in English and Lithuanian, and use of modal verbs do not match in English and Lithuanian, which are presented in the appendices. The data will be analysed with descriptive, contrastive, and statistical analysis. The table below illustrates the collected data in numbers, where numbers represent cases:

<table>
<thead>
<tr>
<th>Modals Meaning</th>
<th>Must</th>
<th>Shall</th>
<th>Should</th>
</tr>
</thead>
<tbody>
<tr>
<td>Match</td>
<td>34</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Do not match</td>
<td>1</td>
<td>64</td>
<td>1</td>
</tr>
</tbody>
</table>

Table 2. Number representation of grouped modal verbs
7. ANALYSIS OF ENGLISH DATA

In this section the analysis of the English data collected from two legal documents “Republic of Lithuania Law On Safeguard Measures” and “Republic Of Lithuania Law On Deposits Insurance” is carried out. Out of one hundred cases, no cases were found with the modal verbs: have to, have got to and ought to. The majority of cases have modal verb shall, it is in sixty-four, then is modal verb must with thirty-five cases, and modal verb should is found in one case. Syntactic patterns of modal verbs are given with explanations at the end of each section.

7.1 Modal Verb Shall

The modal shall is used in a greater majority of cases. It can be explained through the use of modal in legal documents. Shall is preferred instead of the must since through the usage of must person can not express objectivity, which is one of the criteria of legal language.

It has seven meanings in English provided by Butt in his study of 2006: to impose a duty, to grant a right, to give a direction, to state circumstances, to create a condition precedent, to create a condition subsequent, and to express the future (Butt, 2006, 131). A figure with the statistical representation of used modal is provided at the end of the section of modal verb shall for easier navigation.

The modal verb shall in the meaning of “to state circumstances” is found in twenty cases. Some patterns of usage of such case are found: a circumstance indicated in the case itself and circumstance is indicated after the punctuation mark “:”, a colon, where usually no modal verb is used after a punctuation mark in providing circumstances.

Consider examples:

(6) The duration of investigation shall not exceed 9 months from the date of the entry into force of the decision to initiate an investigation.

(50) Safeguard measures shall not be applied to imports of a product originating in a developing country if the following two conditions are met:

The modal verb shall in the meaning “to give a direction” is found in twenty-two cases overall. This meaning is giving instructions/directions in which order or after what event the law could be fulfilled. The main patter is S+shall+V+O, but the verb in cases have a common field of supervision.

Consider the following examples:

2 This way of enumeration of examples is provided, since the list of modal verbs, which match and do not match the meanings in Lithuanian and English is presented in appendices section.
(11) From the day on which an insurance benefit was paid to the depositor, he shall forfeit any right of claim to a sum of money in the amount of the insurance benefit from a bank or a credit union.

(34) All the assets of the Fund accumulated in accordance with the Law on the Insurance of Deposits of Individuals shall be managed in accordance with this Law from its entry into force.

(21) In implementing this law, the Fund shall:

The use of modal verb shall in the meaning “to create a condition precedent” is found in seven cases. In those cases, the main principle of creating such type of meaning the pattern S+shall+V+O is used, as in the example (60). Also, before some patterns, it uses adverbial modifiers of time as in the example (35) and in (39) conjunction “if” is used before the main pattern.

Consider those examples:

(35) Before entry into force of this Law, insurance benefits calculated in accordance with the Law on the Insurance of Deposits of Individuals but not yet paid to the individuals shall not be recalculated under this Law and shall continue to be paid from the resources of the Fund.

(39) If the Institution, on the basis of information investigated during the investigation, makes a conclusion that the application of safeguard measures is unnecessary, it shall adopt a decision to terminate the investigation.

(60) In its activities the Fund shall be governed by this Law, the Law on State and Municipal Enterprises and other legal acts unless this Law provides otherwise, as well as by its own Statutes.

The modal verb shall in the meaning “to create a condition subsequent” is found in five cases. The main pattern of such cases is in the use of conjunction if, which indicated the primary condition and after it goes the second part, which is a condition subsequent. The main pattern is If+C+S+shall+V+O (the letter “C” is used for the condition indication). In the example (35) the first part of the sentence is related to the shall meaning “to create condition precedent” of the pattern AdvOfT+ S+shall+not+V+O, whereas the second part is associated with the meaning of creation a condition subsequent S+shall+V+O.

Consider the following examples:

(1) If the evidence or information submitted by the interested party is not accepted, the supplying interested party shall be informed of the reasons therefor...

(35) Before entry into force of this Law, insurance benefits calculated in accordance with the Law on the Insurance of Deposits of Individuals but not yet paid to the individuals shall not be recalculated under this Law and shall continue to be paid from the resources of the Fund.

The next use of a modal shall is “to impose a duty”, which is found in seven cases, which are provided below. The main pattern of such use of the modal is S+shall+V+O since the duty is given from somebody or something like an institution to somebody or also an institution.
(17) The Council and the Administration shall be the management bodies of the Fund.

(26) The Ministry of Finance shall nominate 3 candidates and the Bank of Lithuania – 2 candidates.

(58) Termination of deposit insurance shall be announced by the Fund in the supplement “Informaciniai pranešimai” of “Valstybės žinios” (“Official Gazette”).

Next use of modal verb shall is “to grant a right”, which is found in three cases. The main pattern is S+shall+have the right. Rights are indicated in the case or enumerated if there is more than one.

Consider the following examples:

(3) The Fund shall have the following rights:

(5) The Fund Council shall have the right to change the rate of the insurance premium in the following cases:

(40) If the interested party objects to the decisions made by the Institution, it shall have the right to lodge a complaint against the decisions with the Higher Administrative Tribunal.

The figure below is an indication of number representation of the meanings which the modal shall can represent in legal cases. Below the figure is the summary of the data, where each meaning of modal verb shall is presented with their syntactic pattern.

![Figure 1. The graphic representation of usage of modal shall](image)

The summary of shall meanings:

1) “to state circumstances” is found in twenty cases, the typical pattern is found in the majority of cases: S+shall+V+O, where the object is a circumstance. Some examples have circumstances provided after the punctuation mark, where the patterns are
S+shall+V+O+PM+SS/CS, after the object immediately a punctuation mark is used, and circumstances are enumerated and usually are presented as a simple or complex sentence;

2) “to give a direction” is found in twenty-two cases, where the pattern is S+shall+V, where the verb is usually used with the meaning of supervision;

3) “to create a condition precedent” is found in seven cases with the main pattern S+shall+V+O, in some cases, the adverbial modifier of time is used before the pattern, or conjunction AdvOfT/If+S+shall+V+O;

4) “to create a condition subsequent” is found in five cases, where the main pattern is If+C+S+shall+V+O, the letter “C” represents circumstance in the pattern;

5) “to impose a duty” is found in seven cases, where the main pattern is S+shall+V+O, subject and object in this pattern can represent either a person who grants the right to do something or an institution which give the right to do something;

6) “to grant a right” is found in three cases, where the prevailing pattern is S+shall+have the right, or it can be indicated as S+shall+have+O, where the object always begins with the phrase “the right”. After the object, “the right” is indicated in a case or enumerated in the form of a list if there is more than one “right”.

7.2 Modal Verb Must

After the modal verb shall, it is essential to compare it to the modal verb must. Modal verb must is found in the thirty-five cases. In legal context must is not usual as the modal verb shall is, it is because it considers to be subjective since the speaker’s authority makes it obligatory to obey the command. After analysing provided cases below, the further investigation is carried out: the verb must in all cases is similar to the meaning of the verb shall “to give a direction”, where the law is indicating in which way and what must be done.

Consider the following examples:

(1) In the investigation seeking to determine whether increased imports have caused or are threatening to cause serious injury to the domestic producers, the factors having a bearing on the position of the domestic producers must be subjected to an objective evaluation:

(2) Where a threat of serious injury to domestic producers is alleged, it must also be investigated …the customs territory of the Republic of Lithuania, the rate of increase of imports, the export capacity of the product in question in the country of origin or export, as it stands or is likely to be in the foreseeable future, and the likelihood that that capacity will be used to import the product in question into the customs territory of the Republic of Lithuania must be evaluated.

(3) …the interested parties complete the list of questions of questionnaires submitted by the Institution. The questionnaires must be filled in writing and returned within 30 calendar days (calculated from the date of the receipt of the questionnaire);
In the examples presented above, the subject with the modal verb *must* represents neither person, nor institution as with the modal verb *shall* is. In examples, the subjects are: the factors…of domestic producer, a threat of serious injury to domestic producers, and the questionnaires. The subjects represent conditions, factors, or things. It is the main difference in using the modal verb *must*.

### 7.3 Modal Verb Should

The modal verb *should* usually expresses non-binding obligation (desire for something or emphasise that recommendation wasn’t achieved) or obligation in perfective and progressive aspects only. In the case provided below, with the modal *should* a circumstance is expressed. No obligation is implied as the obligation can be expressed with *should* only in perfective or progressive aspect.

(1) ...*Should there be a delay in the consultations, the Institution shall not be thereby precluded from initiating the investigation.*

### 8. ANALYSIS OF LITHUANIAN DATA

This section provides an analysis of the use of Lithuanian verbs such as: *turi būti, turėti, galėti, gali būti, reikia, tenka, yra* and the use of the category of mood in Lithuanian in two legal documents “Republic of Lithuania Law On Safeguard Measures” and “Republic Of Lithuania Law On Deposits Insurance” and their Lithuanian equivalents.

#### 8.1 Cases That Do Not Match in English and Lithuanian

The English modal verb *must* is usually translated as Lithuanian modals *turi* and *turi būti*, where the speaker expresses authority over the listener through direct command. But in the document, all of the examples are used with the modal verb *shall*, instead of *must*.

Consider the following examples:

(1) *If the evidence or information submitted by the interested party is not accepted, the supplying interested party shall be informed of the reasons therefor…*

(1) *Jei suinteresuotosios šalies pateikti įrodymai ar informacija nepriimami, juos pateikusiai suinteresuotajai šaliai turi būti praneštos nepriėmimo priežastys…*

(3) *The Fund shall have the following rights: <…>*

(3) *Fondas turi teisę: <…>*

(5) *The Fund Council shall have the right to change the rate of the insurance premium in the following cases: <…>*

(5) *Fono taryba turi teisę keisti draudimo įmokos normą: <…>*

In the first example the modal phrase could be translated as: *must be informed*; the second example as: the Fund *must have the right*, and the third example could be translated as *must not exceed*. The pattern of usage of the modal verb is as follows: (1) If+S+turi būti/must+V+O; (3)
S+shall have+O, the similarities are found with the use of modal verb shall in English; (5) S+ turi būti/must+V+O. The obligation in all of the examples is strong since Lithuanian modal verbs turi and turi būti are identical to the English modal verb must. Also, the verb turėti is used in the indicative mood, which expresses deontic modality.

The modal verb galėti is similar to modal verbs of possibility: can/could, be able to and may/might in English. In the examples provided below, the modal verb galėti is used with negative prefix ne-, which makes the modal negative and obligation strong. English equivalents use the modal verb shall, which expresses strong obligation, whereas in Lithuanian (galėti) non-binding obligation is found. The verb galėti is used in indicative mood in both sentences in Lithuanian.

Consider the following examples:
(8) The extended safeguard measure shall not be more restrictive than it was at the end of the initial period of application of the safeguard measure.
(9) The Institution shall not reveal any information received on a confidential basis without specific permission from the interested party which supplied such information.

The main pattern of the use of modal verb galėti is S+galėti/can/may+(Adj)+V+O.

The modal verb netekti in Lithuanian could be translated in English as infinitive to loose, whereas in English equivalent the modal verb shall is used.

Consider the following example:
(11) From the day on which an insurance benefit was paid to the depositor, he shall forfeit any right of claim to a sum of money in the amount of the insurance benefit from a bank or a credit union.

In the example provided above, the pattern S+netenka/to loose+O is found. The sentence is used in the indicative mood, which implies obligation in the sentence, but the verb itself do not express obligation. In the English equivalent of the sentence, modal verb shall is used, which in contrast expresses strong obligation.

The next verb used in Lithuanian equivalents of legal documents is yra, which could be translated as the English link verb to be. In the first example, (12), the verb is used to introduce a list of circumstances on annual rate of an insurance premium, which are provided after the colon. The
second example shows the usage of the verb *yra* as a punctuation mark. A dash is used in the example to emphasise the given information. All of the cases in Lithuanian are used in the indicative mood. English modal verb *shall* and Lithuanian the link verb *be/yra* is used in examples (12) and (23) (the verb *yra/link verb be* is replaced by the dash). English *shall* expresses strong obligation, whereas the Lithuanian verb *yra* does not imply any obligation.

(12) *The annual rate of an insurance premium, with the exception of the case indicated in paragraph 3 of this Article shall be* as follows: <...>

(12) *Draudimo įmokos metinė norma, išskyrus šio straipsnio 3 dalyje numatytą atvejį, yra:*

<...>

(23) *The term of office of members of the Fund Council shall be 4 years;*

(23) *Fondo tarybos narių kadencija – 4 metai, kadencijų skaičius neribojamas.*

In this example, the modal verb *reikia*, which in English is translated as *need to* is used, the pattern is S+reikia/need to+O. English equivalent uses the modal verb *must*, which expresses strong obligation, whereas the verb *reikia* used in Lithuanian expresses non-binding obligation.

(1) *...due to a significant impairment in the position of domestic producers, provisional safeguard measures must be applied without delay, since failure to apply customs duty during the investigation would cause serious damage to domestic producers which would be difficult to repair;*

(1) *...dėl vietinių gamintojų būklės pablogėjimo reikia neatidėliotinų priemonių, nes netaikant protekcinio (apsaugos) mūsų tyrimo metu vietiniams gamintojams būtų padaryta didelės žalos, kurią būtų sunku atitaisyti;*

The next group of examples introduces the use of the category of mood in the Lithuanian language. Since in Lithuanian grammar the use of modal verbs is not that stressed as in English, it is possible in Lithuanian to use not only modal verbs but also the indicative, subjunctive and imperative mood to express deontic modality under some circumstances (refer to p. 17).

In the group of examples provided below, two of them, (24) and (27), are used with verbs in the indicative mood (*tvirtina* and *sudaro*), whereas one is used with the participle (*sudaroma-*dalyvis). All three sentences are declarative, and no obligation is implied.

Consider the following examples:

(24) *The Statutes of the Fund shall be approved by the Government of the Republic of Lithuania.*

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3 The verb *reikia* is provided in the appendix 1 under “Modal Verbs that Do Not Match in EN and LT” in the section on “must”. 
(24) Fondo įstatus tvirtina Lietuvos Respublikos Vyriausybė.
(25) The Fund Council shall be made up of 5 members.
(25) Fondo taryba sudaroma iš 5 narių.
(27) The capital of the Fund shall consist of the authorised capital and the reserve capital.
(27) Fondo kapitalą sudaro įstatinis ir atsargos kapitalas.

All the sentences from (24) to (64) (which are provided in the appendices section on modals with no matching meanings in the section with shall) have the similar structure with the use of the verb or participle S+V/P+O. Only a few exceptions are found:

(18) ...The evidence shall be required to justify the conduct of the investigation.
(18) ...Šie įrodymai yra būtini tyrimo atlikimui pagrįsti.
(19) The insured sum of the deposit covered by a complementary insurance shall be equal to the difference between the deposit and the amount payable to a depositor under the legal acts of a foreign state.
(19) Papildo mai apdraudžiamo indėlio draudimo suma yra lygi indėlio ir sumos, kuri yra išmokama indėlininkui pagal užsienio valstybės teisės aktus, skirtumui.
(20) ...the information or the person from whom the interested party received the information, as well as the information which the supplying party requests to treat as confidential shall be considered to be confidential.
(20) ...informaciją pateikusiai suinteresuotajai šaliai ar asmeniui, iš kurio suinteresuotoji šalis ją įsigijo, ir ta informacija, kurią laikyti konfidencialia prašo ją pateikusi suinteresuotoji šalis, yra laikoma konfidencialia.

In examples (18) and (19) the pattern is S+link verb be + adjective, in case (20) S+link verb be + participle. All sentences are again in the indicative mood.

However, the obligation can be found when the focus is placed on the whole sentence.

Consider the following examples:
(25) The Fund Council shall be made up of 5 members.
(25) Fondo taryba sudaroma iš 5 narių.
(44) ...the Institution shall notify the applicant thereof within 5 working days after the day of taking of the decision.
(44) ...per 5 darbo dienas nuo šio nutarimo priėmimo dienos praneša apie tai prašymo pateikėjui.
(57) Insurance benefits shall not be paid in the following cases: <...>.
(57) Draudimo išmokos nemokamos už: <...>. 

27
In example (25) the participle *sudaroma* is used with an indication of the circumstance (introduced by the preposition *iš*), which indicates what must be done and makes a whole sentence obligatory. The next example (44) also uses an indication of circumstances (but with the verb) which makes the sentence obligatory. In example (57) the verb with negative suffix (ne-) indicates conditions after a punctuation mark, under which the benefits will not be paid in any case. The obligation is implied in all of the cases where the patterns is S+V/P+O+C, and the sentence must be in the indicative mood. Such construction also can be indicated as Ind. Mood+V/P+C.

### 8.2 Cases That Match in English and Lithuanian

Only in one case the Lithuanian *turi* was found as the equivalent of the English modal verb *must*:

(25) *In establishing a quota, the Institution must take account of the desirability of maintaining traditional trade flows...*

(25) *Instituciija, nustatydama protekcinę (apsaugos) kvotą, turi atsižvelgti į pageidaujamus išlaikytį (kiek įmanoma) įprastus prekybos srautus...*

The next verb used as a Lithuanian equivalent of legal documents is *yra*, which could be translated as the English link verb *to be*. In the example, the verb *yra* is followed by the adjective *būtinas* – necessary, which makes the use of the verb *yra* + the adjective *būtinas* to indicate the obligation. In this case, the pattern S+yra/to be+būtinis/necessary implies obligation.

(18) *...The evidence shall be required to justify the conduct of the investigation.*

(18) *...Šie įrodymai yra būtini tyrimo atlikimui pagrįsti.*

Below is the summary of findings of modal verbs and means expressing obligation in Lithuanian, according to analysed data. The use of Lithuanian modal verbs and expressive means is as follows:

1) the modal verbs *turi* and *turi būti (must)* use the pattern If+S+turi būti/must+V+O and S+ turi būti/must+V+O as the main one, and S+turi/shall have+O in a certain context, to indicate that someone is granted with rights. All of the patterns express strong obligation;

2) the modal *galėti (can/could/may/might)* uses the main pattern S+galėti/can/may+be+(Adj)+V+O. Such patterns do not imply obligation since the modal verb of permission is used;

3) the verb *netekti (to loose)* is found with the pattern S+netekti/to loose+O, in which it does not imply obligation;

4) the verb *yra* is found with the patterns: S+yra(to be)+PM\(^4\) and in some cases the verb *yra* is substituted by punctuation marks that do not express obligation. Another pattern is S+yra/to

\(^4\) PM represents punctuation mark
be+būtinas/necessary, which implies obligation in Lithuanian, because of the use of the adjective;
5) the modal verb reikia (need to) is used in the pattern S+reikia/need to+O, which expresses the non-binding obligation;
6) the use of mood in Lithuanian: the indicative mood is found in cases with syntactic pattern S+V/P+O or it can be indicated as Ind. Mood+V/P+C. In the minority of cases it is used in patterns: S+link verb be/yra+adjective or S+link verb be/yra+participle. The obligation is implied in all of the cases in such patterns.
7) Lithuanian verbs or participles do not imply any obligation.

9. COMPARISON OF ENGLISH AND LITHUANIAN DATA

In this section, the comparison of the usage of modal verbs in English and Lithuanian is carried out, especially into consideration is taken cases where the use of modal verbs differs in languages. According to the introduced table in the section “methodology and data”, modal verbs: must, shall and should have a different use of modal verbs in legal cases.

9.1 Modal Verb Must

The modal verb must reflects obligation. Only one case in English and Lithuanian differs in the usage of the modal verb must in selected cases. In the case, which is provided below, the modal verb must express the force of a command with implied authority. While in Lithuanian, the modal word reikia is used, which means need to and expresses non-binding obligation.

Consider the following example:
(1) ...due to a significant impairment in the position of domestic producers, provisional safeguard measures must be applied without delay, since failure to apply customs duty during the investigation would cause serious damage to domestic producers which would be difficult to repair;
(1) ...dėl vietinių gamintojų būklės pablogėjimo reikia neatidėliotinų priemonių, nes netaikant protekcinio (apsaugos) muito tyrimo metu vietiniams gamintojams būtų padaryta didelės žalos, kurią būtų sunku atitaisyti;

In other twenty-six cases, the use of modal verb must is identical to Lithuanian equivalent turi būti, in one case as turi, and in seven cases privalėti:

Consider the following examples:
(1) In the investigation seeking to determine whether increased imports have caused or are threatening to cause serious injury to the domestic producers, the factors having a bearing on the position of the domestic producers must be subjected to an objective evaluation:
(1) To determine whether the increase in imports is harmful to domestic producers, the parties must objectively assess the factors affecting the domestic producers’ situation:

(25) In establishing a quota, the Institution **must** take account of the desirability of maintaining traditional trade flows...

(25) Institucija, nustatydama protekcinę (apsaugos) kvotą, **turi būti** į pageidaujamus išlaikyti (kiek įmanoma) įprastus prekybos srautus...

(34) If, in exceptional cases, the interested party indicates that the appropriate information is not susceptible of summary, it **must** provide a written statement of the reasons why the relevant summarisation is not possible.

(34) Jei išimtiniais atvejais suinteresuotoji šalis mano, kad atitinkamos informacijos neįmanoma pateikti santraukos forma, ji **turi** raštu pateikti paaiškinimą, dėl kokių priežasčių negalima parengti tinkamos santraukos.

In English modal verb **must** expresses strong obligation. In Lithuanian modal verbs **turi būti** and **privalėti** express strong obligation, but the verb **turėti**, expresses weak obligation in comparison to other two in Lithuanian. However, from the examples provided above, all of them are used as a way of expressing the English modal verb **must**.

### 9.2 Modal Verb Shall

The modal verb **shall** has a variety of modal equivalents in the Lithuanian language. The possibilities for equivalents are:

1. modal verbs: **turi būti/neturi būti**, **turi**, **gali/negali/negali būti**, **yra**, (**yra**) **būtini**;
2. the use of indicative mood.

Below are provided cases with the explanation of the usage of the modal verb **shall**.

In case (1) **shall** is used in the meaning “to create a condition subsequent”, in the example (2), **shall** is used in the meaning “to give direction”, while in Lithuanian equivalent the phrase **turi būti** is used, which usually is translated as **must**. The examples below express strong obligation in both languages.

(1) **If** the evidence or information submitted by the interested party is not accepted, the supplying interested party **shall be informed** of the reasons therefor...

(1) Jei suinteresuotosios šalies pateikti įrodymai ar informacija nepriimami, juos pateikusiai suinteresuotajai šaliai **turi būti praneštos** nepriėmimo priežastys...

(2) The level of a quota **shall not be set** lower than (in physical or value terms) the average level of imports over the last three years...
(2) Protekcinės (apsaugos) kvotos dydis turi būti ne mažesnis (natūrine ar vertine išraiška) negu svarstomos prekės importo vidurkis per pastaruosius 3 metus...

In the examples (3) and (5) the meaning of the modal verb shall is “to grant a right”, and in Lithuanian, it is translated into modal verb turėti, which could be translated into modal verb have to in English, which expresses the external, strong, obligation. The meaning “to grant a right” suits the use of the Lithuanian modal in the cases (3) and (5) turi teise is to have a right. In the example (6), the verb turi is used with negative prefix and can be translated into English modal verb must, which makes the obligation negative. The obligation in all the cases is strong in English and weak in Lithuanian.

(3) The Fund shall have the following rights:

(3) Fondas turi teisę:

(5) The Fund Council shall have the right to change the rate of the insurance premium in the following cases:

(5) Fondo taryba turi teisę keisti draudimo įmokos normą:

(6) The duration of investigation shall not exceed 9 months from the date of the entry into force of the decision to initiate an investigation.

(6) Tyrimo trukmė neturi būti ilgesnė kaip 9 mėnesiai nuo nutarimo atlikti tyrimą įsigaliojimo dienos.

The next case is a part of the meaning shall “to create circumstances”, where the circumstances were presented in the list after the punctuation mark – colon. This is the result of such placement of modal. The construction itself of the English sentence does not allow to use different modal. Otherwise, the meaning of the statement will drastically change. The possible pattern of the case is identical to English modal verb shall in the meaning “to state circumstances” with the pattern S+shall+V+O+PM+SS/CS, where after the object punctuation mark is used, and circumstances are enumerated and usually are presented as a simple or complex sentence, in this variant the simple sentence is used. The obligation in English is strong, whereas in Lithuanian it is weak.

Consider the following examples:

(4) to have accounts with commercial banks and branches;

(4) turėti sąskaitų komerciniuose bankuose bei skyriuose;

In the examples provided below (7), shall is used in the meaning “to state circumstances”, in Lithuanian equivalent the phrase negali būti is used, which usually translated as can/could or may/might. Such verbs express permission; no obligation is implied in Lithuanian equivalent in comparison to English.

(7) Insurance coverage shall not apply to the following:

(7) Draudimo objektu negali būti:
In case (8) shall is used in the meaning “to give a direction”, in Lithuanian equivalent the phrase negali būti is used, which is usually translated as verb expressing permission: can not/could not or may not/might not. No obligation is implied in this case.

(8) The extended safeguard measure shall not be more restrictive than it was at the end of the initial period of application of the safeguard measure.

(8) Pratęsta protekcinė (apsaugos) priemonė negali būti griežtesnė, negu ji buvo pradinio protekcinės (apsaugos) priemonės taikymo laikotarpio pabaigoje.

The meaning of the verbs shall not in the example (9) is “to state circumstances”, in Lithuanian variant of the case the verb gali with a negative prefix is used and it is expressing permission: can not/could not or may not/might not. In that case, no obligation is implied in the verb.

(9) The Institution shall not reveal any information received on a confidential basis without specific permission from the interested party which supplied such information.

(9) Institucija, gavusi konfidencialią informaciją, negali jos atskleisti be informaciją pateikusios suinteresuotosios šalies sutikimo.

In the example (10) the meaning of shall is “to state circumstances”, while in Lithuanian variant of the case the verb gali būti is used, which is usually translated as verb expressing permission: can/could or may/might, where no obligation is implied.

(10) Only nationals of the Republic of Lithuania, permanently residing in the Republic of Lithuania, shall be eligible for membership of the Fund Council.

(10) Tarybos nariais gali būti tik Lietuvos Respublikos piliečiai, nuolat gyvenantys Lietuvos Respublikoje.

In the example (11) the verb shall is used in the meaning “to create a condition precedent”, which in the Lithuanian language is used as a negation netenka, in English it could be expressed through the infinitive to loose, which obtains the means of obligation only in a certain context. In this case, the obligation in Lithuanian equivalent is shown through the use of indicative mood with the verb netekti. The degree of obligation in English is strong, and in Lithuanian it is weak since the obligation is only implied.

(11) From the day on which an insurance benefit was paid to the depositor, he shall forfeit any right of claim to a sum of money in the amount of the insurance benefit from a bank or a credit union.

(11) Indėlininkas nuo tos dienos, kurią jam buvo išmokėta draudimo išmoka, netenka teisių reikauti iš banko ar kredito unijos draudimo išmokos dydžio pinigų sumos.

Some examples are found with the pattern of translation from the verb shall to Lithuanian equivalent uses the verb yra which can be translated in English as the link verb be, after which the explanation of further information/circumstances of/in the case is likely to follow. In the example
(13) the modal verb *shall* have the meaning “to give direction”, (17) example have the meaning “to impose a duty” and (18) “to state circumstances”. The English modal verb expresses strong obligation, while Lithuanian equivalent *yra* in examples (13) and (17) not imply obligation by use of the verb. In the example (18) the Lithuanian verb *yra* is followed by the adjective *būtinas* (necessary). Here only the pattern S+*yra/to be*+(adj)*būtinas* express obligation.

(13) Insurance coverage *shall apply* to Litas - denominated deposits and foreign currency – USD and national currency of the EU Member State (hereinafter – foreign currency) – denominated deposits of depositors.

(13) *Draudimo objektas* *yra* indėlininkų indėliai litais ir užsienio valiuta – Jungtinių Amerikos Valstijų doleiiais, eurais ir Europos Sąjungos šalių nacionalinėmis valiutomis (toliau – užsienio valiuta).

(17) The Council and the Administration *shall be* the management bodies of the Fund.

(17) *Fondo valdymo organai* *yra* taryba ir administracija.

(18) ...The evidence *shall be required* to justify the conduct of the investigation.

(18) ...*Šie įrodymai yra būtini* tyrimo atlikimui pagrįsti.

In the example (21) till (23), the verb *shall* in Lithuanian translation of legal texts was transformed into punctuation marks: in (21) – (22) the punctuation mark is a colon, and in (23) a dash is used, which functions is listing or in the dash case, it is for emphasising the information. The meaning of shall in all of the sentences is “to give a direction”. The use of punctuation marks in Lithuanian language is similar to the previous case, where the verb *yra* is used, and no obligation is implied in the verb *yra*.

Consider the following examples:

(21) *In implementing this law, the Fund shall:*

1) *accumulate, manage and dispose* of the funds collected in the manner prescribed by *this Law;*

(21) *Įgyvendindamas šį įstatymą, Fondas:*

1) *kaupia, valdo* šio įstatymo nustatyta tvarka surinktas lėšas ir jomis *disponuoja;*

(22) *Amounts of insurance benefits to depositors shall be as follows:*

(22) *Draudimo išmokų indėlininkams dydžiai:*

(23) *The term of office of members of the Fund Council shall be 4 years;*

(23) *Fondo tarybos narių kadencija – 4 metai, kadencijų skaicius neribojamas.*

In the Lithuanian language, the sentence pattern can express obligation through the use of the imperative mood, infinitive and the modals which express the will of the speaker (Šiupšinskaitė, 2006, p12). Also, Judžentis (2012) gives examples where the indicative as well as subjunctive mood express modality. In examples provided below from (24) to (26), in total forty-one cases, the
obligation is shown through the use of the indicative mood. In this case, the modal verb *shall* in English expresses strong obligation, whereas in Lithuanian equivalent obligation can be shown through the use of indicative mood. The obligation is considered to be weak in Lithuanian since it is implied, and not indicated straightforwardly (using a modal verb).

In the examples provided below, all cases are declarative sentences in the indicative mood. Cases with syntactic pattern S+V/P+O or it can be indicated as Ind. Mood+V/P+C is found. Such pattern is found in the minority of cases: S+link verb be/yra+adjective or S+link verb be/yra+participle. This particular structure (the use of the V/P in indicative mood and indicating circumstances) gives the feeling of obligation since it is not stated straightforwardly with the use of modal verbs. But because the circumstance is indicated, it suggests that the action must be done in conjunction with the condition/circumstance. Otherwise, it is a violation of the law. The obligation is implied in all of the cases with such patterns.

Consider the following examples:

(24) *The Statutes of the Fund shall be approved* by the Government of the Republic of Lithuania.

(24) *Fondo įstatus tvirtina Lietuvos Respublikos Vyriausybė.*

(25) *The Fund Council shall be made up of 5 members.*

(25) *Fondo taryba sudaroma iš 5 narių.*

(26) *The Ministry of Finance shall nominate 3 candidates and the Bank of Lithuania – 2 candidates.*

(26) *Finansų ministerija teikia 3 kandidatus, Lietuvos bankas – 2 kandidatus.*

Also, such structure is interchangeable with the use of modal verbs/participles/adjectives (the mood is still indicative), which express strong obligation in Lithuanian (refer to p. 36-37). For example, sentence (25) can be used with the modal verb *turi būti*: *Fondo taryba turi būti sudaryta iš 5 narių.* The structure of the sentence then is S+turi būti+P+C. The obligation is implied in all of the cases with such patterns in the indicative mood (S+V/P+O and S+modal verb/adjective/participle(strong obligation)+V/P+C).

This section introduced a comparison between usage of English and Lithuanian modal verbs in the same legal documents. The level of obligation:

1) is the same in thirty-three cases, where English modal verb *must* matches the level of obligation with the Lithuanian equivalent *turi būti/privalėti*, only one case differs where the verb *reikia – need to* is used instead of the *must*, because it is used as an instruction in Lithuanian variant.

2) differs in the use of modal verb *shall*:
- *Turi būti* in Lithuanian is used as English modal verb *must* in the patterns: S+ turi būti/must+V+O; If+S+turi būti/must+V+O;
- *Turi* in Lithuanian is used as the modal verb *must*, but in one case it is used as the modal verb *shall* in the meaning “to grant a right” in the pattern S+turi/shall have+O/the right).

And it differs in the use of construction “to have sth”. In Lithuanian it is used as modal verb *turėti*, which could be translated as the modal verb *must*, in English variant of the case …to have accounts… it was used. The use of Lithuanian variant is similar to the English modal verb *shall* in the meaning “to state circumstances” The pattern of such use is S+shall+V+O+PM+SS/CS.

- *Yra* can be translated in English as the link verb *to be* (in some places can be substituted by punctuation marks), which implies no obligation;
- *Yra būtini* in the pattern S+yra/to be+būtinas/necessary implies obligation in Lithuanian;
- *Negali/negali būti/galėti* (can/could/may/might) uses the main pattern S+galeti/can/may+be+(Adj)+V+O, which does not imply obligation;
- *Netekti* (to lose) uses the pattern S+netenka/to loose+O, which does not imply obligation;
- *The indicative mood* is used in the majority of cases with the pattern S+V/P+O, where circumstances are indicated. In the minority of cases S+link verb be/yra+adjective/participle. Also, the use of such structure can be interchangeable with the use of modal verbs in the pattern S+modal verb/adjective/participle(strong obligation)+V/P+C. In those cases the indicative mood implies obligation. However, such construction can not express obligation as the English modal verb *shall*.

3) differs in one use of modal verb *must* (strong obligation), where it was used as Lithuanian verb *turi*, which expresses weak obligation.

Lithuanian equivalents have different meanings in all cases. It is due to the possibility in Lithuanian language to use other verbs instead of the modal verb *shall* which are found in the indicative mood. However, in the case of legal documents, sentences imply obligation, which can be considered as a lower level of obligation in comparison to the use of modal verbs. The modal verb *must* is used in thirty-five cases, where one is used with no obligation (*reikia*) because it is used as an instruction in the Lithuanian variant, and one is used in the lower level of obligation (*turėti*).

The figure below illustrates the variety of possibilities of the verb *shall* in Lithuanian with numbers. Each section shows how many and which expressive means/modal verbs were used.
9.3 Modal Verb Should

In English and Lithuanian, the modal *should* expresses the circumstance in this example. No obligation is implied in both languages.

(1) **Should there be a delay in the consultations, the Institution shall not be thereby precluded from initiating the investigation.**

(1) **Jei šios konsultacijos užtrunka, tai netrukdo Institucijai pradėti tyrimą.**

9.4 Comparing Degree of Obligation

In English degree of obligation can be strong and weak:

<table>
<thead>
<tr>
<th>Strong</th>
<th>Need to, must, have to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weak</td>
<td>To should, ought to</td>
</tr>
</tbody>
</table>

Table 3. Degree of obligation in English

In the Lithuanian language, the degree of obligation is not established as a criterion. Deciding on the degree of obligation in Lithuanian, a person must rely on his/her instincts (refer to p. 19).

Modals in Lithuanian can be subdivided as:

<table>
<thead>
<tr>
<th>Strong</th>
<th>Turi būti, neturi būti, privalėti, būtinas, privalomas etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weak</td>
<td>Turėti, reikia</td>
</tr>
</tbody>
</table>

Table 4. Degree of obligation in Lithuanian

In the table provided above, the degree of obligation of Lithuanian modals can be presented in that way, since modal verbs themselves already indicate the obligation, for example: *privalėti. Turi būti, neturi būti* is places in the category “strong”. They are placed in that category, since they are modal verbs and also they are followed by the verb *būti*, which in contrast to the weak verb *turėti* gives the feeling that something must be done in any case. *Būtinas* (the adjective) and *privalomas* (the participle) function as adjectives in a sentence and make the sentence stronger. *Reikia* is considered to be “weak” since it usually expresses someone's desire.
The next table illustrates the difference in the degree of obligation and use of modal verbs and expressive means in both languages. The (-) indicates that the Lithuanian equivalent of the verb expresses no obligation. The (+) indicates the possibility of the Lithuanian pattern to express obligation in a specific circumstance.

<table>
<thead>
<tr>
<th></th>
<th>Shall</th>
<th>Must</th>
<th>Should</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Ne)turi būti</td>
<td>3</td>
<td>26</td>
<td>-</td>
</tr>
<tr>
<td>Privalėti</td>
<td>-</td>
<td>7</td>
<td>-</td>
</tr>
<tr>
<td>Turėti</td>
<td>3</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>(Yra) būtinas</td>
<td>1</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Reikia</td>
<td>-</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>Netekti (-)</td>
<td>1</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>(Ne)galėti (-)</td>
<td>4</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Yra (-)</td>
<td>11</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Ind. Mood+V/P+C (+)</td>
<td>41</td>
<td>-</td>
<td>1</td>
</tr>
</tbody>
</table>

Table 5. Comparison of modal verbs/verbs/expressive means in both languages

The data in Table 5 demonstrates that the obligation is strong in the cases of *turi būti*, *privalėti*, and the participle *būtinas*, which are equivalents of the English *shall* and *must*. However, Lithuanian modal verbs *netekti*, *galėti* and regular verbs similarly to *yra* and participles, and do not express obligation. Regular verbs or participles can express obligation when used in the indicative mood, and indicate circumstances under which the action must be done (a spacial use of indicative mood). The modal verb *reikia* in Lithuanian expresses weak obligation, whereas in English it express strong obligation and can be translated as *need to/must*. The modal verb *should* shows weak obligation in both languages.
CONCLUSIONS

The aim of the paper was to analyse and compare Lithuanian and English modal verbs expressing obligation in European Union legal documents. The focus was on the modals *may*, *must*, *have to*, *have got to*, *shall*, *should*, *ought* and their Lithuanian equivalents *galėti*, *privalėti*, *tūrėti*, *turi būti*, and other expressive means such as indicative mood and the use of regular verbs in Lithuanian which express obligation under the special circumstance. The research aimed at investigating the prevailing tendency of translating verbs expressing modality in Lithuanian and especially the frequency distribution of modal verbs in English and Lithuanian. Besides, the general aim was to compare degrees of obligation in both languages. Also, the analysis was based on the semantic meaning of modals in both languages.

The descriptive analysis of syntactic patterns used in English and Lithuanian shows that the structure of the sentences is similar where modality is expressed by the modal verb. However the use of the modal verbs differs in the English and Lithuanian language since in the Lithuanian language there is a possibility not only to use modal verbs (*galėti*, *privalėti*, *turi būti*, *tūrėti*), but also express obligation using the indicative mood, participles and adjectives. However, there is no possibility in English to express modality through the category of mood in legal documents.

The contrastive and statistical analysis of the use of modal verbs expressing obligation in English and Lithuanian demonstrates that the prevailing tendency of translating modal verbs of obligation in English to Lithuanian is as follows: modal verb *shall* in English is translated to Lithuanian using the indicative mood, which is found in the majority of cases, modals *turi būti/turi/neturi*, expression *yra būtini* are found in minority of cases; modal verb *must* in English is translated to Lithuanian as modal verbs *turi būti* and *privalėti* in majority of cases, in minority of cases are used the modal verb *tūrėti* and *reikia*.

The investigation also shows that the Lithuanian language uses different expressive means to express obligation: indicative mood under the particular circumstance and modal verbs, where in English it is impossible to use such constructions, only the use of modal verbs is possible in the context of legal documents. However, in Lithuanian grammar, there is still a gap in the field of modal verbs. It is essential to study them in greater detail, to prevent the difficulty of finding the information on modal verbs. It is crucial because the use of them is the fundament of the language. It will help not only people who study the language, but also general audience, who are eager to know more. Also, the comparison of the usage of modals in the field of the legal context and fiction context could be a significant continuation in this area of researches.
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APPENDIX 1

USE OF MODAL VERB THAT MATCH IN ENGLISH AND LITHUANIAN

This section introduces the cases, where the degree of obligation of modal verbs matches in English and Lithuanian equivalents. Out of one hundred cases, which were selected from legal documents, the modal verb *must* match also with thirty-four cases. They are listed below. Next section provides the use of modals, which do not match the meaning in English and Lithuanian.

**Must**

1. In the investigation seeking to determine whether increased imports have caused or are threatening to cause serious injury to the domestic producers, the factors having a bearing on the position of the domestic producers must be subjected to an objective evaluation:

   1. Tyrimo metu siekiant nustatyti, ar svarstomos prekės importas daro ar gresia padaryti didelės žalos vietiniams gamintojams, turi būti objektyviai įvertinti veiksnių, darantys įtaką vietinių gamintojų būklei:

   2. Where a threat of serious injury to domestic producers is alleged, it must also be investigated...

   2. Kai yra įtariama didelės žalos vietiniams gamintojams grėsmė, be veiksnių, išvardytų šio straipsnio 1 dalyje, turi būti papildomai išnagrinėta...

   3. ...the interested parties complete the list of questions of questionnaires submitted by the Institution. The questionnaires must be filled in writing and returned within 30 calendar days (calculated from the date of the receipt of the questionnaire);

   3. ...suinteresuotosios šalys atsako į Institucijos pateiktus klausimynus. Atsakymai į klausimynus turi būti pateikti raštu per 30 kalendorinių dienų (skaičiuojant nuo klausimynų gavimo dienos);

   4. During the investigation, the interested parties must be provided with an opportunity to submit evidence and express their views on the information supplied by other interested parties.

   4. Atliekant tyrimą suinteresuotosioms šalims turi būti suteikta galimybė pateikti įrodymų ir išdėstyti argumentus dėl kitų suinteresuotųjų šalių pateiktos informacijos.

   5. Without derogation from Article 22, the interested parties which have submitted a written application must be provided access to the information supplied by other interested parties, on which the investigation conducted by the Institution is based.

   5. Nepažeidžiant šio įstatymo 22 straipsnio nuostatų, suinteresuotosioms šalims, raštu pateikusioms prašymus, turi būti sudaryta galimybė susipažinti su kitų suinteresuotųjų šalių pateikta informacija, kuria atlikdama tyrimą vadovaujasi Institucija.
(6) In addition to other information, the duration of the extension period and the reasons thereof must be specified in the decision to extend the duration of investigation.

(6) Be kitos informacijos, nutarime pratęsti tyrimo trukmę turi būti nurodomi pratęsimo terminas ir motyvai.

(7) In order to provide conditions for domestic producers to adjust to the increased competition with foreign producers and to facilitate this adjustment, where the duration of a safeguard measure exceeds one year, the measure must be progressively liberalised at regular intervals during the period of application, including the period of extension.

(7) Siekiant sudaryti sąlygas vietiniams gamintiems greičiau prisitaikyti prie padidėjusios užsienio įmonių konkurencijos ir skatinti šį prisitaikymą, protekcinė (apsaugos) priemonė, jeigu ji taikoma ilgiau negu 1 metus, turi būti liberalizuojama reguliariais intervalais per protekcinės (apsaugos) priemonės taikymo laikotarpį iki baigsis jos taikymas.

(8) In addition to other information, the decision of the Institution to conduct investigation or perform a review of the application of a safeguard measure must also:

(8) Institucijos nutarime atlikti tyrimą ar protekcinės (apsaugos) priemonės taikymo peržiūrą, be kitos informacijos, turi būti:

(9) when the ratio of the Fund’s capital and total deposits covered by insurance becomes higher than 3 per cent but does not exceed 4 per cent. In this case the annual rate of the insurance premium for the insured specified in paragraph 2(1) of this Article must not be lower than 0.045 per cent, and for the insured specified in paragraph 2(2), of this Article - not lower than 0.025;

(9) kai Fondo kapitalo ir visų draudžiamų indėlių santykis tampa didesnis negu 3 procentai, bet neviršija 4 procentų. Šiuo atveju metinė draudimo įmokos norma šio straipsnio 2 dalies 1 punkte nurodytiems draudėjams neturi būti mažesnė kaip 0,045 procento, šio straipsnio 2 dalies 2 punkte nurodytiems draudėjams – 0,025 procento;

(10) Following the payment by the Fund of insurance benefits to the depositors of the insured, the insured, by the direction of the Fund, must reduce liabilities to the depositors by the amounts specified by the Fund and increase liabilities to the Fund accordingly.

(10) Kai Fondas draudimo išmokas draudėjo indėlininkams išmoka, draudėjas Fondo nurodymu privalo sumažinti įsipareigojimus indėlininkams Fondo nurodytomis sumomis ir atitinkamai padidinti įsipareigojimus Fondui.

(11) The Statutes of the Fund must specify the functions of the Fund, the rights and duties of its council and administration as well as other requirements set forth in Article 6 of the Law on State and Municipal Enterprises of the Republic of Lithuania.
(11) Fondo įstatuose **turi būti nurodytos** Fondo funkcijos, tarybos ir administracijos teisės bei pareigos, taip pat Lietuvos Respublikos valstybės ir savivaldybės įmonių įstatymo 6 straipsnyje nustatyti kiti reikalavimai.

(12) The head of the Administration and the employees, in the manner prescribed by laws of the Republic of Lithuania, **must compensate** to the Fund for the losses caused through their fault.

(12) Administracijos vadovas ir darbuotojai Lietuvos Respublikos įstatymo 6 straipsnyje nustatytai tvarka **privalo atlyginti** Fondui dėl savo kaltės padary.

(13) The Fund **must insure** the fixed assets given in trust to him...

(13) Fondas **privalo** jam perduotą įstatymų nustatyta tvarka patikėjimo teise **valdyti**...

(14) The annual financial statement of the Fund **must be made public**, in the manner prescribed by the Statutes of the Fund, within 4 months from the end of the financial year.

(14) Fondo metinė finansinė atskaitomybė **turi būti** įstatymų nustatyta tvarka **viešai paskelbta** per 4 mėnesius nuo finansinių metų pabaigos.

(15) Before making it public, the financial statement **must be subject** to external audit.

(15) Prieš paskelbimą **turi būti atliktas** finansinės atskaitomybės išorės auditas.

(16) The supervisory institution **must notify** the Fund Council about the cancellation of the authorisation to accept deposits on the day when the decision is taken.

(16) Apie leidimo priimtį indėlius atšaukimą priežiūros institucija **privalo informuoti** Fondo tarybą tą pačią dieną, kurią buvo priimtas tas sprendimas.

(17) The application **must show** that the interested party which has submitted the application...

(17) Šiame prašyme **turi būti nurodyta**, jog prašymą pateikusi suinteresuotoji šalis...

(18) If the explanations are considered unsatisfactory, the reasons for rejection of such evidence or information **must be given** in the relevant decision of the Institution.

(18) Jei šie paaiškinimai laikomi nepakankamais, suinteresuotosios šalies pateiktų įrodymų ar informacijos nepriėmimo priežastys **turi būti nurodytos** atitinkamame Institucijos nutarime.

(19) The Institution’s decision **must be adopted** within 1 month from the expiry of the time limit set in paragraph 1 hereof.

(19) Institucijos nutarimas baigti tyrimą **turi būti priimtas** ne vėliau kaip per 1 mėnesių nuo šio straipsnio 1 dalyje nustatyto tyrimo trukmės termino pasibaigimo dienos.

(20) During the investigation all factors of objective and quantifiable nature having a bearing on the situation of domestic producers of the like product **must be evaluated**.

(20) Atliekant tyrimą **turi būti įvertinti** vis objektyvūs veiksniai, kuriuos galima kiekvienąkai išmatuoti ir kurie turi įtakos panašios prekės Vietiniams gamintojams.
(21) Taking into consideration the results of the investigation, the quota must be allocated among the countries exporting the product in question or groups of such countries.

(21) Atsižvelgiant į tyrimo rezultatus, protekcinė (apsaugos) kvota turi būti paskirstoma svarstomą prekę eksportuojančioms šalims ar jų grupėms.

(22) Customs duty as a provisional safeguard measure must be paid in the manner prescribed by the Law of the Republic of Lithuania on Customs Tariffs.

(22) Protekcinis (apsaugos) muitas, kaip laikina protekcinė (apsaugos) priemonė, turi būti sumokėtas Lietuvos Respublikos muitų tarifų įstatymo nustatyta tvarka.

(23) A safeguard measure (customs duty or a quota), its amount and the date from which the safeguard measure will be applied must be specified in the Institution’s decision to apply the safeguard measure...

(23) Institucijos nutarime taikyti protekcinę (apsaugos) priemonę turi būti nustatyta protekcinė (apsaugos) priemonė (protekcinis (apsaugos) muitas arba protekcinė (apsaugos) kvota), jos dydis ir data, nuo kurios protekcinė (apsaugos) priemonė bus taikoma...

(24) ...the timetable for the liberalisation of the safeguard measure must also be approved.

(24) ...taip pat turi būti patvirtintas protekcinės (apsaugos) priemonės liberalizavimo tvarkaraštis.

(25) In establishing a quota, the Institution must take account of the desirability of maintaining traditional trade flows...

(25) Institucija, nustatydama protekcinę (apsaugos) kvotą, turi atsižvelgti į pageidaujamus išlaikytą (kiek įmanoma) įprastus prekybos srautus...

(26) The result of the financial year shall be profit (loss) of the Fund. Appropriation of the Fund’s profit must be approved within 4 months from the end of the financial year.

(26) Finansinių metų rezultatas yra Fondo pelnas (nuostolis). Fondo pelno paskirstymas turi būti patvirtintas ne vėliau kaip per 4 mėnesius nuo finansinių metų pabaigos.

(27) ...the likelihood that that capacity will be used to import the product in question into the customs territory of the Republic of Lithuania must be evaluated.

(27) ...Šiuo atveju turi būti įvertintas svarstomos prekės importo į Lietuvos Respublikos muitų teritoriją kiekis...

(28) Alongside other information, the decisions of the Institution must give, having regard to the information confidentiality requirements...

(28) Institucijos nutarimuose, atsižvelgiant į informacijos konfidencialumo reikalavimus, be kitos informacijos, turi būti nurodyti faktai...

(29) ...the proposals submitted by the Institution to the Government of the Republic of Lithuania must also specify the facts and reasons...
...institucijos teikiamuose Lietuvos Respublikos Vyriausybei siūlymuose, be kitos informacijos, turi būti nurodyti faktai ir motyvai...

(30) The application requesting to conduct an investigation must include the following information:

1. full name and address of the applicant

(30) Prašyme atlikti tyrimą turi būti pateikta tokia informacija:

1. prašymo pateikėjo – fizinio asmens vardas, pavardė, adresas

(31) The deposits indicated in paragraph 1 of this Article must be insured with the Fund by commercial banks, credit unions and foreign banks...

(31) Šio straipsnio 1 dalyje nurodytus indėlius Fonde privalo apdrausti komerciniai bankai, kredito unijos ir užsienio bankai...

(32) Deposits which, under the laws of a foreign state, are not covered by insurance (compensation) or protected otherwise must be insured in accordance with this Law.

(32) Indėliai, kurie yra neapdraudžiami (nekompensuojami) arba kitaip neužtikrinamas jų saugumas pagal užsienio valstybės teisės aktus, turi būti apdraudžiami pagal šį jstatymą.

(33) the branch must provide additional insurance for the deposits held by depositors at the branch following the procedure...

(33) tai skyrių įsteigęs užsienio bankas privalo papildomai apdrausti skyriuje laikomus...

(34) If, in exceptional cases, the interested party indicates that the appropriate information is not susceptible of summary, it must provide a written statement of the reasons why the relevant summarisation is not possible.

(34) Jei išimtiniais atvejais suinteresuotoji šalis mano, kad atitinkamos informacijos neįmanoma pateikti santraukos forma, ji privalo raštu pateikti paaškinimą, dėl kokių priežasčių negalima parengti tinkamos santraukos.

USE OF MODAL VERB THAT DO NOT MATCH IN ENGLISH AND LITHUANIAN

In this section, the verbs with not matching meaning will be analysed in groups: must, shall and should. Only one case with modal verb must and should are found which do not match the degree of obligation. The group of modals with the modal verb shall is the largest with the meaning which do not match – sixty-four cases out of one hundred of total collected cases, which were selected from the legal documents. The analysis is provided below, starting with the modal must and followed by the shall.

Must
(1) ...due to a significant impairment in the position of domestic producers, provisional safeguard measures must be applied without delay, since failure to apply customs duty during the investigation would cause serious damage to domestic producers which would be difficult to repair;

(1) ...dėl vietinių gamintojų būklės pablogėjimo reikia neatidėliotinų priemonių, nes netaiškiant protekcinio (apsaugos) mūsų tyrimo metu vietiniams gamintojams būtų padaryta didelės žalos, kurią būtų sunku atitaisyti;

**Shall**

(1) If the evidence or information submitted by the interested party is not accepted, the supplying interested party shall be informed of the reasons therefor...

(1) Jei suinteresuotosios šalies pateikti įrodymai ar informacija nepriimami, juos pateikusiai suinteresuotajai šaliai turi būti praneštos nepriėmimo priežastys...

(2) The level of a quota shall not be set lower than (in physical or value terms) the average level of imports over the last three years...

(2) Protekcinės (apsaugos) kvotos dydis turi būti ne mažesnis (natūrine ar vertine išraiška) negu svarstomos prekės importo vidurkis per pastaruosius 3 metus...

(3) The Fund shall have the following rights:

(3) Fondas turi teisę:

(4) to have accounts with commercial banks and branches;

(4) turėti sąskaitų komerciniuose bankuose bei skyriuose;

(5) The Fund Council shall have the right to change the rate of the insurance premium in the following cases:

(5) Fondo taryba turi teisę keisti draudimo įmokos normą:

(6) The duration of investigation shall not exceed 9 months from the date of the entry into force of the decision to initiate an investigation.

(6) Tyrimo trukmė neturi būti ilgesnė kaip 9 mėnesiai nuo nutarimo atlikti tyrimą įsigaliojimo dienos.

(7) Insurance coverage shall not apply to the following:

(7) Draudimo objektu negali būti:

(8) The extended safeguard measure shall not be more restrictive than it was at the end of the initial period of application of the safeguard measure.

(8) Pratęsta protekcinė (apsaugos) priemonė negali būti griežtesnė, negu ji buvo pradinio protekcinės (apsaugos) priemonės taikymo laikotarpio pabaigoje.

(9) The Institution shall not reveal any information received on a confidential basis without specific permission from the interested party which supplied such information.
(9) Institucija, gavusi konfidencialią informaciją, **negali** jos atskleisti be informaciją pateikusios suinteresuotosios šalies sutikimo.

(10) Only nationals of the Republic of Lithuania, permanently residing in the Republic of Lithuania, **shall be** eligible for membership of the Fund Council.

(10) Tarybos nariais **gali būti** tik Lietuvos Respublikos piliečiai, nuolat gyvenantys Lietuvos Respublikoje.

(11) From the day on which an insurance benefit was paid to the depositor, he **shall forfeit** any right of claim to a sum of money in the amount of the insurance benefit from a bank or a credit union.

(11) Indėlininkas nuo tos dienos, kurią jam buvo išmokėta draudimo išmoka, **netenka** teisių reikalauti iš banko ar kredito unijos draudimo išmokos dydžio pinigų sumos.

(12) The annual rate of an insurance premium, with the exception of the case indicated in paragraph 3 of this Article **shall be** as follows:

(12) Draudimo įmokos metinė norma, išskyrus šio straipsnio 3 dalyje numatytą atvejį, **yra**:

(13) Insurance coverage **shall apply** to Litas - denominated deposits and foreign currency – USD and national currency of the EU Member State (hereinafter – foreign currency) – denominated deposits of depositors.

(13) Draudimo objektas **yra** indėlininkų indėliai litais ir užsienio valiuta – Jungtinių Amerikos Valstijų doleriais, eurais ir Europos Sąjungos šalių nacionalinėmis valiutomis (toliau – užsienio valiuta).

(14) The Fund **shall be** a state-owned enterprise established under the Law on Insurance of the Deposits of Individuals by the Government of the Republic of Lithuania.

(14) Fondas **yra** pagal Lietuvos Respublikos gyventojų indėlių draudimo įstatymą Lietuvos Respublikos Vyriausybės įsteigta.

(15) The authorised capital of the Fund **shall be** LTL 30, 276, 495.

(15) Fondo įstatinis kapitalas **yra** 30 276 495 litai.

(16) The result of the financial year **shall be** profit (loss) of the Fund.

(16) Finansinių metų rezultatas **yra** Fondo pelnas (nuostolis).

(17) The Council and the Administration **shall be** the management bodies of the Fund.

(17) Fondo valdymo organai **yra** taryba ir administracija.

(18) ...The evidence **shall be required** to justify the conduct of the investigation.

(18) ...Šie įrodymai **yra būtini** tyrimo atlikimui pagrįsti.

(19) The insured sum of the deposit covered by a complementary insurance **shall be equal** to the difference between the deposit and the amount payable to a depositor under the legal acts of a foreign state.
(19) Papildomai apdraudžiamo indėlio draudimo suma yra lygi indėlio ir sumos, kuri yra išmokama indėlininkui pagal iūršminio valstybės teisės aktus, skirtumui.

(20) ...the information or the person from whom the interested party received the information, as well as the information which the supplying party requests to treat as confidential shall be considered to be confidential.

(20) ...informaciją pateikusiai suinteresuotajai šaliai ar asmeniui, iš kurio suinteresuotoji šalis ją įsigijo, ir ta informacija, kurią laikyti konfidenčialia prašo ją pateikusi suinteresuotoji šalis, yra laikoma konfidenčiali.

(21) In implementing this law, the Fund shall:

1) accumulate, manage and dispose of the funds collected in the manner prescribed by this Law;

(21) Įgyvendindamas šį įstatymą, Fondas:

1) kaupia, valdo šio įstatymo nustatyta tvarka surinktas lėšas ir jomis disponuoja;

(22) Amounts of insurance benefits to depositors shall be as follows:

(22) Draudimo išmokų indėlininkams dydžiai:

(23) The term of office of members of the Fund Council shall be 4 years;

(23) Fondo tarybos narių kadencija – 4 metai, kadencijų skaičius neribojamas.

(24) The Statutes of the Fund shall be approved by the Government of the Republic of Lithuania.

(24) Fondo įstatus tvirtina Lietuvos Respublikos Vyriausybė.

(25) The Fund Council shall be made up of 5 members.

(25) Fondo taryba sudaroma iš 5 narių.

(26) The Ministry of Finance shall nominate 3 candidates and the Bank of Lithuania – 2 candidates.

(26) Finansų ministerija teikia 3 kandidatus, Lietuvos bankas – 2 kandidatus.

(27) The capital of the Fund shall consist of the authorised capital and the reserve capital.

(27) Fondo kapitalą sudaro įstatinis ir atsargos kapitalas.

(28) The reserve capital shall be formed out of the profit of the Fund after covering the losses of the Fund...

(28) Atsargos kapitalas sudaromas iš Fondo pelno, padengus Fondo nuostolius...

(29) During the investigation the necessary information shall be obtained when:

(29) Atliekant tyrimą visa reikalinga informacija gaunami, kai:

(30) The Fund shall be exempt from insurance of state capital, with the exception of the case provided for in paragraph 5 of Article 15, and from payment of interest into the state budget for the use of state capital.
(30) Fondas atleidžiamas nuo valstybės kapitalo draudimo, išskyrus šio įstatymo 15 straipsnio 5 dalyje numatytą atvejį, ir palūkanų už valstybės kapitalo naudojimą mokėjimo į valstybės biudžetą.

(31) The Fund shall be wound up or restructured by a special law of the Republic of Lithuania and in the manner prescribed by it.

(31) Fondas pasibaigia arba jis yra pertvarkomas atskiru Lietuvos Respublikos įstatymu ir jo nustatyta tvarka.

(32) Article 3(4) of this Law shall enter into force after the Republic of Lithuania becomes a member of the European Union.

(32) Šio įstatymo 3 straipsnio 4 dalis įsigalioja Lietuvos Respublikai tapus Europos Sąjungos nare.

(33) Part of the definition “an enterprise without legal personality” in paragraph Article 2(2) of this Law shall be valid until the day of entry into force of the Civil Code of the Republic of Lithuania (Žin., 2000, No.74-2262).


(34) All the assets of the Fund accumulated in accordance with the Law on the Insurance of Deposits of Individuals shall be managed in accordance with this Law from its entry into force.

(34) Visas Fondo turtas, sukauptas vadovaujantis Lietuvos Respublikos gyventojų indėlių draudimo įstatymu, valdomas pagal šį įstatymą nuo jo įsigaliojimo.

(35) Before entry into force of this Law, insurance benefits calculated in accordance with the Law on the Insurance of Deposits of Individuals but not yet paid to the individuals shall not be recalculated under this Law and shall continue to be paid from the resources of the Fund.

(35) Iki šio įstatymo įsigaliojimo pagal Lietuvos Respublikos gyventojų indėlių draudimo įstatymą apskaičiūotos, bet neišmokėtos gyventojams draudimo išmokos pagal šį įstatymą neperskaičiuojamos ir toliau mokamos iš Fondo lėšų.

(36) Deposits kept in a commercial bank and/or a branch which became the insured pursuant to the Law on the Insurance of Deposits of Individuals shall be regarded as covered by insurance pursuant to this Law from the day of its entry into force.

(36) Indėliai, esantys komerciniame banke ir (ar) skyriuje, kurie draudėjais tapo pagal Lietuvos Respublikos gyventojų indėlių draudimo įstatymą, laikomi apdraustais pagal šį įstatymą nuo jo įsigaliojimo dienos.

(37) From the day of entry into force of this Law the following laws shall become invalid:

(37) Nuo šio įstatymo įsigaliojimo dienos pripažįstami netekusiais galus:
(38) The Fund Council shall terminate deposit insurance without a prior notice if the supervisory institution of the insured cancels the authorisation of the insured to accept deposits.

(39) If the Institution, on the basis of information investigated during the investigation, makes a conclusion that the application of safeguard measures is unnecessary, it shall adopt a decision to terminate the investigation.

(40) If the interested party objects to the decisions made by the Institution, it shall have the right to lodge a complaint against the decisions with the Higher Administrative Tribunal.

(41) The decision of the Institution to terminate the investigation shall be published in the publication “Valstybės žinios” (Official Gazette).

(42) The duration of the application of customs duty shall be included in the total duration or extension of the application of safeguard measures, specified in Articles 15 and 16 of this Law.

(43) The decision of the Institution to conduct the investigation shall be published in the publication “Valstybės žinios” (“Official Gazette”).

(44) ...the Institution shall notify the applicant thereof within 5 working days after the day of taking of the decision.

(45) Conducting the investigation, the Institution shall rely upon the available and obtained information...

(46) ...during the decision-making the false information shall be disregarded and... including information received from other accessible independent sources, shall be made use of...
(47) If the terms and conditions laid down in Article 11 of this Law are met, the Institution shall make a decision to apply customs duty as a provisional safeguard measure and shall set the amount of the duty and the date from which it shall be applied.

(47) Jei tenkinamos šio įstatymo 11 straipsnyje nustatytos sąlygos, Institucija priima nutarimą taikyti protekcinį (apsaugos) muitą, kaip laikiną priemonę, bei nustato protekcinio (apsaugos) mūtų dydį ir datą, nuo kurios šis mūtų bus taikomas.

(48) The procedure for the administration of the quota shall be established by the Government of the Republic of Lithuania or the institution authorised by it.

(48) Protekcinės (apsaugos) kvotos administravimo tvarką nustato Lietuvos Respublikos Vyriausybė ar jos įgaliota institucija.

(49) Pursuant to paragraph 1 hereof, the Institution shall, by its decision establishing a safeguard measure, also approve the timetable for its liberalisation. The timetable for the liberalisation of a safeguard measure shall also be approved in the case where the application of a safeguard measure is extended in accordance with paragraph 2 of Article 16.

(49) Vadovaudamasi šio straipsnio 1 dalimi, Institucija nutarime taikyti protekcinę (apsaugos) priemonę patvirtina ir jos liberalizavimo tvarkaraštį. Protekcinės (apsaugos) priemonės liberalizavimo tvarkaraštis tvirtinamas ir tuo atveju, kai pagal šio įstatymo 16 straipsnio 2 dalį pratešiamas protekcinės (apsaugos) priemonės taikymas.

(50) Safeguard measures shall not be applied to imports of a product originating in a developing country if the following two conditions are met:

(50) Protekcinės (apsaugos) priemonės netaikomos prekės importui iš besivystančios šalies, jeigu tenkinamos abis sąlygos:

(51) indicate that all information relative to the investigation shall be submitted to the Institution;

(51) nurodoma, kad visa su tyrimu susijusi informacija pateikiamą Institucijai;

(52) The procedure of calculation of an insurance premium, its payment and time limits as well as the procedure of changing the rate of an insurance premium and revision of the procedure shall be determined by the Fund Council and announced in the “Valstybės žinios” (Official Gazette)

(52) Draudimo įmokos apskaičiavimo ir mokėjimo tvarką bei terminus, draudimo įmokos normos keitimą tvarką bei jos pakeitimų nustato Fondo taryba ir skelbia „Valstybės žinios“.

(53) From the day when an insurance event takes place for the insured or when the Fund Council terminates insurance of the deposits of the insured, premiums shall cease to be paid. In this case the part of an insurance premium not paid to the Fund prior to the day of an insurance event or termination of insurance shall be regarded as a debt of the insured to the Fund, and default interest established in paragraph 6 of this Article shall not be calculated.
(53) Nuo tos dienos, kurią draudėjui įvyksta draudiminis įvykis arba Fondo taryba nutraukia draudėjo indėlių draudimą, draudimo įmokos nebėmokamos. Šiuo atveju iki draudimino įvykio dienos arba iki draudimo nutraukimo dienos nesumokėtos Fondui draudimo įmokos dalis laikoma draudėjo įsiskolinimu Fondui, o delspingiai, nustatytii šio straipsnio 6 dalyje, nėra skaičiuojami.

(54) A depositor shall become entitled to an insurance compensation from the day of occurrence of the insurance event.

(54) Indėlininkas įgyja teisę į draudimo įsikūrą nuo draudiminio įvykio dienos.

(55) Insurance benefits for deposits in foreign currency shall be calculated in accordance with the exchange rate of Litas and foreign currency determined by the Bank of Lithuania on the day of the insurance event.

(55) Už indėlius užsienio valiuta draudimo įsikūrą apskaičiuojamos pagal draudiminio įvykio dieną Lietuvos banko nustatytą lito ir užsienio valiutos santykį

(56) Insurance benefits shall be paid out in Litas within three months from the occurrence of the insurance event.

(56) Draudimo įsikūrą apskaičiuojamos litais per 3 mėnesius nuo draudiminio įvykio dienos.

(57) Insurance benefits shall not be paid in the following cases:

(57) Draudimo įsikūrą nemokamos už:

(58) Termination of deposit insurance shall be announced by the Fund in the supplement “Informaciniai pranešimai” of “Valstybės žinios” (“Official Gazette”).

(58) Apie indėlių draudimo nutraukimą Fondas paskelbia „Valstybės žinių“ priede „Informaciniai pranešimai“. 

(59) If an insurance event occurs for the insured for which deposit insurance has been terminated, the Fund shall pay insurance compensations for the deposits accepted before the announcement about the decision on the termination of insurance in the supplement “Informaciniai pranešimai” of “Valstybės žinios” (“Official Gazette”) and not repaid before the day of the insurance event.


(60) In its activities the Fund shall be governed by this Law, the Law on State and Municipal Enterprises and other legal acts unless this Law provides otherwise, as well as by its own Statutes.

(60) Fondas savo veikloje vadovaujasi šiuo įstatymu, Lietuvos Respublikos valstybės ir savivaldybės įmonių įstatymu ir kitais teisės aktais, jei šis įstatymas nenustato ko kita, taip pat savo įstatais.
(61) The Fund shall provide insurance of deposits of its depositors, invest the resources of the Fund and carry out other activities provided for in the Statutes of the Fund.

(62) The Government of the Republic of Lithuania shall take decisions on the application of safeguard measures, the extension of the application duration, on the liberalisation or revocation of the applied safeguard measures.

(63) If international agreements of the Republic of Lithuania which have been ratified by the Seimas of the Republic of Lithuania lays down regulations other than those established in this Law, the provisions of international agreement shall apply.

(64) Pursuant to the provisions of free trade agreements to which the Republic of Lithuania is a party, prior to initiating an investigation the Institution shall notify the Ministry...

Should

(1) Should there be a delay in the consultations, the Institution shall not be thereby precluded from initiating the investigation.

(1) Jei šios konsultacijos užtrunka, tai netrukdo Institucijai pradėti tyri.
APPENDIX 2
Republic of Lithuania

LAW ON SAFEGUARD MEASURES
23 May 2000 No. VIII-1703
Vilnius

CHAPTER ONE
GENERAL PROVISIONS

Article 1. Purpose of the Law
The purpose of the Law is to provide legal conditions for safeguarding domestic producers from the introduction into the customs territory of the Republic of Lithuania of imports causing serious injury.

Article 2. Main Definitions
1. “Imports causing serious injury” means the increase in the imports of a product in greatly increased quantities (absolute or relative to domestic production or consumption in Lithuania of a like product) and such terms and conditions as to cause or threaten to cause serious injury to the domestic producers of the like product. The application of safeguard measures to the Members of the World Trade Organisation may be considered only in cases where both the above-indicated conditions are met.

2. “Product in question” means the product, the imports whereof into the customs territory of the Republic of Lithuania is causing serious injury as defined in paragraph 1 hereof.

3. “Like product” means a product identical in all respects to or having characteristics closely resembling those of the product in question imported into the customs territory of the Republic of Lithuania; in the absence of an identical product, a product which has like characteristics or a product which is in direct competition in the Lithuanian market with the product in question.

4. “Domestic producers” means the producers as a whole of the like product or those whose collective output of the like product constitutes a major proportion (over 50%) of the total production of the like product in the customs territory of the Republic of Lithuania.

5. “Threat of serious injury” means serious injury, clearly imminent to the domestic producers, the determination of the existence whereof is based on objective
6. “Serious injury” means a significant overall impairment in the position of the domestic producers when the increased imports of the product in question has an adverse effect on the production of the like product, production capacity utilisation, stocks of the product, its sales, the share of the market taken by the product, the price of the product, profits, employment, etc.

7. “Customs territory of the Republic of Lithuania” means the territory of the Republic of Lithuania bounded by the customs border of the Republic of Lithuania, unless otherwise provided for by international treaties to which the Republic of Lithuania is a party. For the purpose of this Law, products located in the freer economic zone shall be considered as located outside the boundaries of the customs territory of the Republic of Lithuania.

8. “Customs boundaries of the Republic of Lithuania” means the boundaries of the customs territory of the Republic of Lithuania coinciding with the state border of the Republic of Lithuania, except when otherwise provided for by the international treaties to which the Republic of Lithuania is a party.

9. “Safeguard measures” means measures restricting the imports into the customs territory of the Republic of Lithuania of the product in question, which are applied by the Republic of Lithuania in the form of a quota or customs duty.

10. “Quota” means quantitative restriction of imports of the product in question into the customs territory of the Republic of Lithuania, expressed in the annually permitted quantity (in physical or value terms) of imports of the product. A quota may be applied only where cases of imports into the customs territory of the Republic of Lithuania causing serious injury have been established following the conduct of the investigation specified in Article 4 of this Law (hereinafter referred to as the investigation).

11. “Customs duty” means a duty which may be applied as a provisional measure during the investigation, where there has been a preliminary determination of the imports of the product in question causing serious injury, and as the final safeguard measure if it is determined at the end of the investigation that there is clear evidence of imports of the product in question into the Republic of Lithuania, which causes serious injury.

12. “Interested parties” for the purpose of the performance of procedures related to the determination and application of safeguard measures means:

1) the Lithuanian producers of the like or directly competitive products or trade or business associations, the majority of the members of which are the Lithuanian producers of the like or directly competitive products;
2) importers, foreign producers or exporters of the product in question or trade or business associations the majority of the members of which are importers, foreign producers or exporters of the product;

3) the governments of the country of origin of the product in question or the states from which the product in question is imported into the customs territory of the Republic of Lithuania (hereinafter – the governments of the country of origin of the product in question);

4) Lithuanian undertakings which use the product in question for the production of their products;

5) the Government of the Republic of Lithuania or other state institutions;

6) Lithuanian consumer protection organisations (public).

**Article 3. State Institution in Charge of the Implementation of this Law**

1. The institution authorised by the Government of the Republic of Lithuania (hereinafter referred to as the Institution) shall conduct investigation for the determination of imports causing serious injury, carry out reviews of the application of safeguard measures, make determinations as to the initiation of investigation or refusal to do same, performance of a review, extension of the safeguard measures, investigation, termination of investigation, initiation of repeat investigation, also a determination as to the application of safeguard measures, extension, liberalisation or revocation of the safeguard measures to which the imported products are subjected. In addition to other information, the proposals submitted by the Institution to the Government of the Republic of Lithuania must also specify the facts and reasons, based whereon the application of safeguard measures, extension of their application period, liberalisation or revocation of the safeguard measures applied is proposed.

2. The Government of the Republic of Lithuania shall take decisions on the application of safeguard measures, the extension of the application duration, on the liberalisation or revocation of the applied safeguard measures.

**CHAPTER TWO**

**CONDUCT OF INVESTIGATION**

**Article 4. Purpose of Investigation**

The purpose of investigation is to determine, on the basis of collected objective evidence, whether or not imports of the product in question into the customs territory of
the Republic of Lithuania are causing or threatening to cause serious injury to domestic producers.

Article 5 Initiation of an Investigation

1. An investigation to determine imports causing serious injury shall be initiated following the filing with the Institution by the domestic producers of a written application made out in accordance with the requirements laid down in Article 6 of this Law.

2. If the volume of production of the like product by the producer who filed the application does not account for a major proportion of the total production of the product in the customs territory of the Republic of Lithuania, the application filed with the Institution must be accompanied by the written approval of the application requesting to conduct investigation, submitted by other producers of the like product. The application requesting to conduct investigation shall be deemed filed by the domestic producers if approved of by the domestic producers of the like product who collectively account for a major proportion of the total production of the like product (with the total production of the like product by the producer who filed the application included) in the customs territory of the Republic of Lithuania.

3. On the decision of the Institution, the investigation may be commenced even without the application specified in paragraph 1 hereof having been filed, if the Institution obtains information from the association representing the domestic producers or the ministry within whose sphere of regulation is the production of the like product and the information contains the evidence indicated in Article 6 which is required to justify the conduct of the investigation.

Article 6. Application Requesting to Conduct an Investigation

1. An application requesting to conduct an investigation of imports causing serious injury shall include evidence of the existence of imports of the product in question causing serious injury, the serious injury caused by it to domestic producers or the threat thereof and of the existence of the causal link between the imports causing serious injury and the injury. The evidence shall be required to justify the conduct of the investigation. The application requesting to conduct an investigation must include the following information:

   1) full name and address of the applicant (in case of a legal person or economic operator without legal personality, the name and address of its head office) and the volume of production of the like product (in physical and value terms) of the applicant and each domestic producer who approves of the request to conduct an investigation;

   2) a complete description of the product in question so as to allow for its classification according to the Combined Nomenclature of the Republic of Lithuania of Common Customs Tariffs and Foreign Trade Statistics;
3) the names of the country of origin or exporting countries of the product in question;
4) a complete description of the like product and the code number of the product according to the Combined Nomenclature of the Republic of Lithuania of Common Customs Tariffs and Foreign Trade Statistics;
5) the names of the known exporters of the product in question;
6) the names of the known importers of the product in question.

2. Information on the adverse effect on domestic producers of the product in question (as indicated by such factors as production, utilisation of capacity, sales, market share, product price, profit (loss) level, employment, etc.), provided that the above information is available to the applicant, as well as other information containing sufficient evidence of the reasonableness of the application shall be filed alongside with the application.

3. Having received an application requesting to conduct the investigation as well as in the case specified in paragraph 3 of Article 5 of this Law, the Institution, prior to initiating the investigation, shall notify the governments of the country of origin of the product in question or the governments of the exporting countries thereof so as to be able to hold consultations with the above countries in order to ascertain the information and evidence specified in paragraph 1 of this Article and to find a solution acceptable to the Republic of Lithuania and the country of origin of the product in question or the exporting country. Should there be a delay in the consultations, the Institution shall not be thereby precluded from initiating the investigation.

**Article 7. Consideration of the Application Requesting to Conduct an Investigation and Taking of a Decision Regarding the Investigation**

1. Upon the receipt of the application the Institution shall check whether or not the application has been filed by the local producers as prescribed by paragraph 2 of Article 5 of this Law, whether or not the received application meets the requirements laid down in Article 6 of this Law and whether or not there is sufficient evidence to justify the conduct of the investigation and shall, within 30 calendar days of the date of the filing of the application, take a decision to conduct the investigation or to refuse doing same.

2. If the applicant’s volume of production of the like product accounts for less than a major proportion of the total production of the product in the customs territory of the Republic of Lithuania and the application requesting to conduct an investigation receives the approval of an insufficient number of domestic producers, the filed application does not meet the requirements laid down in Article 6 of this Law or the evidence submitted to justify the investigation proves insufficient, the Institution shall notify the applicant thereof, specifying the shortcomings and setting the time limit for the elimination thereof. If the applicant fails to
eliminate the shortcomings within the time limit set by the Institution, the latter shall take a
decision not to conduct the investigation.

3. The decision of the Institution to conduct the investigation shall be published in the
publication “Valstybės žinios” (“Official Gazette”).

4. Having taken a decision not to conduct the investigation (if an application requesting
to conduct an investigation has been received), the Institution shall notify the applicant thereof
within 5 working days after the day of taking of the decision.

Article 8. The Course of the Investigation

1. In the investigation seeking to determine whether increased imports have caused or
are threatening to cause serious injury to the domestic producers, the factors having a bearing
on the position of the domestic producers must be subjected to an objective evaluation:

1) the volume of imports (in absolute terms and in terms of value) into the customs
territory of the Republic of Lithuania and its share in the total volume of the sales of the like
product in the market of the Republic of Lithuania;

2) the increase in the volume of imports of the product in question into the customs
territory of the Republic of Lithuania, either in absolute terms or relative to production and
consumption in the customs territory of Lithuania;

3) changes in the prices of imports of the product in question and of the like product
originating in Lithuania. Of special significance are the facts evidencing that the effect of such
imports is to depress the price of the like product originating in Lithuania or prevent the price
increases which would normally have occurred;

4) changes in sales of the like product of Lithuanian origin in the domestic market;

5) changes in economic indicators, having a bearing on the state of Lithuanian industry,
including its output, utilisation of capacity, stocks, sales, market share, profits, employment,
etc. ;

6) factors other than trends in imports which are causing or may have caused serious
injury to domestic producers.

2. Where a threat of serious injury to domestic producers is alleged, it must also be
investigated, in addition to the factors indicated in paragraph 1 of this Article whether there are
facts which make it clearly foreseeable that the imports of the product in question are likely to
cause serious injury to domestic producers. In this connection, the volume of imports of the
product in question into the customs territory of the Republic of Lithuania, the rate of
increase of imports, the export capacity of the product in question in the country of origin or export, as it stands or is likely to be in the foreseeable future, and the likelihood that that capacity will be used to import the product in question into the customs territory of the Republic of Lithuania must be evaluated.

3. During the investigation all factors of objective and quantifiable nature having a bearing on the situation of domestic producers of the like product must be evaluated. When factors other than imports causing serious injury are having an adverse effect upon the domestic producers at the same time, such injury shall not be attributed to imports causing serious injury.

4. During the investigation the necessary information shall be obtained when:

1) the interested parties complete the list of questions of questionnaires submitted by the Institution. The questionnaires must be filled in writing and returned within 30 calendar days (calculated from the date of the receipt of the questionnaire);

2) the interested parties supply additional written evidence on their own initiative;

3) Lithuanian economic operators, state administration institutions and executive institutions of local governments, the Department of Statistics under the Government of the Republic of Lithuania supply the required data and documents upon the request of the Institution.

5. During the investigation, the interested parties must be provided with an opportunity to submit evidence and express their views on the information supplied by other interested parties.

6. The Institution may hear oral arguments and explanation given by the interested parties, provided they file a written application to the effect within the time limit laid down in the Institution’s decision to conduct the investigation. The application must show that the interested party which has submitted the application is actually likely to be affected by the outcome of the investigation and that there are special reasons for it to be heard.

7. Without derogation from Article 22, the interested parties which have submitted a written application must be provided access to the information supplied by other interested parties, on which the investigation conducted by the Institution is based.

8. In the course of investigation normally the information covering the last 3 years shall be examined. In any case the above period may not be less than six months.

9. Conducting the investigation, the Institution shall rely upon the available and obtained information, also on the information supplied by the interested parties in writing (within the time limit set in the decision to conduct the investigation or any other appropriate decision of the Institution).

10. If the interested party refuses to supply the necessary information, or supplies it after the expiry of all time limits or supplies only a part of it, it is established that the
interested party has supplied false information, during the decision-making the false information shall be disregarded and the portion of the supplied information and other available information considered as reliable by the Institution, including information received from other accessible independent sources, shall be made use of. The interested parties shall be notified in writing that in case of failure to communicate the information, delay in the provision of information or provision of false information, the findings may be made making use of the evidence based on the information available to the Institution and information and documents supplied by the interested parties. In case the information submitted by the interested party contains inaccuracies which are verifiable and this does not encumber the use of the information, whereas the interested party has acted to the best of its ability to communicated the relevant information, such information shall not be disregarded.

11. If the evidence or information submitted by the interested party is not accepted, the supplying interested party shall be informed of the reasons therefor and shall be provided with an opportunity to give explanations within the time limit set by the Institution. If the explanations are considered unsatisfactory, the reasons for rejection of such evidence or information must be given in the relevant decision of the Institution.

Article 9. Duration of Investigation

1. The duration of investigation shall not exceed 9 months from the date of the entry into force of the decision to initiate an investigation. If, for objective reasons, it is impossible to complete the investigation within the set time limit, the Institution may adopt a decision to extend the time limit but for no longer than 2 months. A notice of the decision of the Institution to extend the duration of the investigation shall be published in the publication “Valstybės žinios” (Official Gazette). In addition to other information, the duration of the extension period and the reasons thereof must be specified in the decision to extend the duration of investigation.

2. If the Institution, on the basis of information investigated during the investigation, makes a conclusion that the application of safeguard measures is unnecessary, it shall adopt a decision to terminate the investigation. The Institution’s decision must be adopted within 1 month from the expiry of the time limit set in paragraph 1 hereof. The decision of the Institution to terminate the investigation shall be published in the publication “Valstybės žinios” (Official Gazette).

CHAPTER THREE
APPLICATION OF SAFEGUARD MEASURES

Article 10. Objectives of the Application of Safeguard Measures
The safeguard measures shall be applied for the following objectives:

1) to eliminate serious injury being caused to domestic producers or a threat thereof;
2) to provide conditions to domestic producers to adjust to the increased competition of foreign undertakings and to facilitate this adjustment.

**Article 11. Terms and Conditions for the Application of Customs Duty as a Provisional Safeguard Measure**

During the investigation, the imports of a product in question may be subjected to customs duty applied as a provisional safeguard measure, provided, however, that all the following conditions are met:

1) in the course of investigation preliminary determination has been made on the basis of objective data that the imports of the product in question cause or threaten to cause serious injury to domestic producers;
2) due to a significant impairment in the position of domestic producers, provisional safeguard measures must be applied without delay, since failure to apply customs duty during the investigation would cause serious damage to domestic producers which would be difficult to repair;
3) in view of the terms and conditions laid down in paragraphs 1 and 2 hereof, the Institution deems it expedient to apply customs duty during the investigation.

**Article 12. Application of Customs Duty as a Provisional Safeguard Measure**

1. If the terms and conditions laid down in Article 11 of this Law are met, the Institution shall make a decision to apply customs duty as a provisional safeguard measure and shall set the amount of the duty and the date from which it shall be applied.

2. Customs duty as a provisional safeguard measure may be imposed for no longer than 200 calendar days. The duration of the application of customs duty shall be included in the total duration or extension of the application of safeguard measures, specified in Articles 15 and 16 of this Law.

3. Customs duty shall be imposed regardless of other duties to which the product in question is concurrently subjected, if expected that it may prevent or remedy serious injury. In any case the amount of customs duty shall not exceed the duty necessary for the
elimination of the serious injury caused to domestic producers by the preliminarily determined imports of the product in question which cause serious injury.

4. Customs duty as a provisional safeguard measure must be paid in the manner prescribed by the Law of the Republic of Lithuania on Customs Tariffs. Default interest shall be payable for failure to pay customs duty or delay in the payment thereof. The unpaid amounts of customs duty and default interest shall be collected in accordance with the procedure laid down in the Law of the Republic of Lithuania on Customs Tariffs.

5. In cases where, upon the conclusion of investigation, imports causing serious injury are not determined, customs duty, if paid, shall be refunded in accordance with the procedure established by the Law of the Republic of Lithuania on Customs Tariffs.

Article 13. Application of Safeguard Measures upon the Conclusion of the Investigation

1. The products in question imported into the customs territory of the Republic of Lithuania may be subjected to safeguard measures only if it is determined in the course of investigation in accordance with the provisions of Article 8 of this Law that such imports of the product in question are causing serious injury to the domestic producers.

2. Safeguard measures shall be applied to every product in question released for free circulation in the customs territory of the Republic of Lithuania on a non-discriminatory basis, regardless from what country the product in question is being imported, with the exception of cases specified in paragraphs 3 and 4 of Article 14 and Article 19 of this Law. Safeguard measures shall be applied from the day of entry into force of the Institution’s decision to apply a safeguard measure, unless the decision sets a different date of application of the safeguard measure. The adoption of a decision by the Institution to apply a quota may not restrict the release of the product in question into free circulation in the customs territory of the Republic of Lithuania if the person importing the product in question produces sufficient evidence confirming the fact that on the day of entry into force of the decision to apply a quota the products in question were already on their way to the customs territory of the Republic of Lithuania.

3. A safeguard measure (customs duty or a quota), its amount and the date from which the safeguard measure will be applied must be specified in the Institution’s decision to apply the safeguard measure; the timetable for the liberalisation of the safeguard measure must also be approved.

4. In case the Institution has adopted a decision to apply customs duty as a definitive measure, customs duty shall be applied to the imports of the product in question in the manner
laid down in paragraphs 3 and 4 of Article 12 of this Law.

5. The procedure for the administration of the quota shall be established by the Government of the Republic of Lithuania or the institution authorised by it.

**Article 14. Level of a Quota**

1. The level of a quota shall not be set lower than (in physical or value terms) the average level of imports over the last three years and not lower than is necessary for the elimination of serious injury being caused to the domestic producers or a threat thereof.

2. In establishing a quota, the Institution must take account of the desirability of maintaining traditional trade flows, the volume of products in question imported into the customs territory of the Republic of Lithuania under contracts concluded earlier (before the making of a decision to apply a safeguard measure) where such contracts have been notified to the Institution.

3. Taking into consideration the results of the investigation, the quota must be allocated among the countries exporting the product in question or groups of such countries. The quota shall be allocated upon agreement with the countries from which the product in question is imported into the customs territory of the Republic of Lithuania. Failing this, the quota shall be allocated among these countries or groups of countries in proportion to their share of imports of the product in question over the last 3 years, due account being taken of the factors which are or may be affecting trade in the product in question.

4. Derogation from the requirements laid down in this Article shall be permitted if the imports of the product in question from a certain country or group of countries have increased in disproportionate percentage in relation to the total increase of imports of the product in question over the period specified in this Article (a quota, stricter than those applied under this Article, may be set to imports of the product in question from such country or a group of countries). The derogation referred to above shall not be permitted where there is a threat of serious injury to the domestic producers.

**Article 15. Duration of a Safeguard Measure**

1. The duration of safeguard measure must be limited to the 65cto r6565f time necessary to achieve the objectives specified in Article 10 of this law, but not longer than for 4 years, including the duration of the customs duty applied during the investigation, with the exception of cases where its duration is extended pursuant to Article 16 of this Law.

**Article 16. Extension of a Safeguard Measure**
1. If there is sufficient evidence that the application of a safeguard measure is necessary in order to prevent or remedy serious injury, on the initiative of the Institution, after an appropriate decision has been taken, a repeat investigation may be conducted in accordance with the provisions of Chapter Two of this Law. During the repeat investigation customs duty, as a provisional safeguard measure, may not be applied.

2. If it is established during the repeat investigation that the extension of the application of a safeguard measure is necessary in order to prevent or remedy serious injury and there is evidence that domestic producers are adjusting to the increased competition with foreign producers, the application of a safeguard measure may be extended on the decision of the Institution. The extension of the duration of a safeguard measure shall be governed by the provisions regulating the application of a safeguard measure if it is in compliance with the provisions of this Article.

3. The duration of the application of a quota, set in accordance with paragraph 4 of Article 14, may not be extended.

4. The extended safeguard measure shall not be more restrictive than it was at the end of the initial application of the safeguard measure.

5. The total application of a safeguard measure, including the application of customs duty as a safeguard measure during the investigation, the initial application of a safeguard measure and any prorogation thereof may not exceed 8 years.

Article 17. Liberalisation of a Safeguard Measure and Surveillance of its Application

1. In order to provide conditions for domestic producers to adjust to the increased competition with foreign producers and to facilitate this adjustment, where the duration of a safeguard measure exceeds one year, the measure must be progressively liberalised at regular intervals during the application, including the extension.

2. Pursuant to paragraph 1 hereof, the Institution shall, by its decision establishing a safeguard measure, also approve the timetable for its liberalisation. The timetable for the liberalisation of a safeguard measure shall also be approved in the case where the application of a safeguard measure is extended in accordance with paragraph 2 of Article 16.

3. If the established duration of a safeguard measure exceeds 3 years, the Institution must review the necessity for further application of the safeguard measure no later than the mid-point of the application of that measure. The review shall be initiated on the decision of the Institution no later than three months preceding the end of the mid-point.
Reviews shall be carried out according to the requirements of Article 8 of this Law which are also applicable to the investigation. The decision of the Institution regarding the review of the application of a safeguard measure shall be published in the publication “Valstybės žinios” (“Official Gazette”).

4. If, upon completing the review, the Institution makes a conclusion that the serious injury or a threat thereof caused by imports of product in question have ceased to exist, diminished 67cto the revocation of a safeguard measure or an accelerated pace of liberalisation would facilitate the adjustment of domestic producers to the increased competition with foreign producers, the Institution may adopt a decision to revoke the safeguard measure or to accelerate the pace of its liberalisation.

**Article 18. Reimposition of a Safeguard Measure**

1. A safeguard measure may not be reimposed on imports of the product in question until a period equal to the duration of the previous measure has elapsed. Such period shall not be less than 2 years.

2. Notwithstanding the provision of paragraph 1 hereof, a safeguard measure may be reimposed on imports of the product in question for a 67cto r6767f 180 calendar days or less if the following two conditions are met:

   1) at least 1 year has elapsed since the date of introduction of a safeguard measure on the imports of that product;

   2) such safeguard measure has not been applied to the imports of the product in question more than twice in the 5-year period immediately preceding the date of the intended reimposition of the safeguard measure.

3. The safeguard measure may be reimposed, if the investigation has been initiated in accordance with the provisions of Chapter Two of this Law and it has been established during the investigation that the application of a safeguard measures is necessary. The adoption of the decision to reimpose a safeguard measure shall be based on the provisions of Chapter Three of this Law. The validity of the reimposed safeguard measure may be extended in accordance with Article 16 of this Law.

**Article 19. Application of a Safeguard Measure to Imports from Developing Countries**

1. Safeguard measures shall not be applied to imports of a product originating in a developing country if the following two conditions are met:

   1) the share of imports of the product in question from such a country does not exceed
3 per 68cto r68 the total imports of the product in question into the customs territory of the Republic of Lithuania;

2) imports of the product in question from the developing countries provided that developing countries with less than 3 per cent import share collectively account for not more than 9 per 68cto r68 total imports of the product in question into the customs territory of the Republic of Lithuania.

2. The list of developing countries, against whose imports of the product in question into the customs territory of the Republic of Lithuania the provisions of paragraph 1 hereof apply, shall be approved by the Government of the Republic of Lithuania or the institution authorised by it.

CHAPTER FOUR
LODGING A COMPLAINT

Article 20. Lodging a Complaint against Decisions and Acts

1. If the interested party objects to the decisions made by the Institution, it shall have the right to lodge a complaint against the decisions with the Higher Administrative Tribunal. A complaint may be lodged with the Higher Administrative Tribunal within 3 months from the day of publishing of the decision which is the object of complaint delivery to the interested party.

2. If the interested party objects to the acts of the Institution, connected with the implementation of the Law, failure to act, the interested party shall have the right to lodge a complaint against the above omission with the Higher Administrative Tribunal. The complaint may be lodged with the Higher Administrative Tribunal within 1 month from the day of performance of the act that is complained against or the day of notification of the interested party of the act. A complaint against the Institution’s failure to act may be lodged with the Higher Administrative Tribunal within a month from the day following the date of expiry of the time period set by this Law for the performance of a specific settlement of a specific issue.

3. Lodging a complaint with the Higher Administrative Tribunal shall not suspend the validity of the decisions of the Institution, unless the Higher Administrative Tribunal establishes otherwise.

CHAPTER FIVE
NOTIFICATION

**Article 21. Notification**

1. The decisions of the Institution to conduct investigation or to refuse initiating the investigation, to extend the duration of the investigation or to terminate the investigation and review the application of the safeguard measure, as well as its decisions concerning the application, extension of application of safeguard measures, or liberalisation or revocation of safeguard measures shall be published in the publication “Valstybės žinios” (Official Gazette) in accordance with the procedure laid down in the legal acts of the Republic of Lithuania.

2. In addition to other information, the decision of the Institution to conduct investigation or perform a review of the application of a safeguard measure must also:
   1) contain the summary of information received together with the application;
   2) indicate that all information relative to the investigation shall be submitted to the Institution;
   3) set the time limit within which the interested parties may submit evidence and set forth their arguments in writing;
   4) set the time period within which the interested parties may file applications with the Institution, requesting to be provided with a possibility to be heard orally and submit additional information related to the investigation.

3. In its decision to extend or terminate the investigation the Institution must present, in addition to other information, the main conclusions of the investigation and the summary of the reasons for its extension or termination.

4. The Institution must, upon written requests of the interested parties, provide them with information on the facts, legal provisions and reasons on the basis of which relevant decisions have been taken. Information shall be submitted in accordance with confidentiality requirements.

5. Alongside other information, the decisions of the Institution must give, having regard to the information confidentiality requirements, information on the facts, legal provisions and reasons on the basis whereof the decisions relative to the application, extension of application, liberalisation or revocation of safeguard measures have been taken.

**Article 22. Confidential Information**

1. All information obtained under this Law shall be used only for the purpose for which it was requested.

2. Any information the disclosure of which would give great competitive advantage to
the competitors or would have a significantly adverse effect upon the interested party which
supplied the information or the person from whom the interested party received the
information, as well as the information which the supplying party requests to treat as
confidential shall be considered to be confidential. The Institution shall not reveal any
information received on a confidential basis without specific permission from the interested
party which supplied such information.

3. The interested party which is the supplier of confidential information shall be
required to furnish non-confidential summaries thereof. The summaries must be comprehensive
enough enabling to determine the gist of the information. If, in exceptional cases, the interested
party indicates that the appropriate information is not susceptible of summary, it must provide
a written statement of the reasons why the relevant summarisation is not possible.

4. If the Institution considers that a request for confidentiality is not justified and if the
interested party which is the supplier of the information is unwilling to authorise its disclosure
(in generalised or summary form), the Institution may disregard such information, unless its
correctness is proven by other sources.

CHAPTER SIX
FINAL PROVISIONS

Article 23. International Agreements

1. If international agreements of the Republic of Lithuania which have been ratified by
the Seimas of the Republic of Lithuania lays down regulations other than those established in
this Law, the provisions of international agreement shall apply.

2. Pursuant to the provisions of free trade agreements to which the Republic of
Lithuania is a party, prior to initiating an investigation the Institution shall notify the Ministry
for Foreign Affairs of the Republic of Lithuania of the received application requesting to
conduct an investigation.

I promulgate this Law passed by the Seimas of the Republic of Lithuania

PRESIDENT OF THE REPUBLIC

VALDAS ADAMKUS

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APPENDIX 3
LIETUVOS RESPUBLIKOS PROTEKCINIŲ (APSAUGOS) PRIEMONIŲ ĮSTATYMAS

2000 m. gegužės 23 d. Nr. VIII-1703

Vilnius

PIRMASIS SKIRSNIS
BENDROSIOS NUOSTATOS

1 straipsnis. Įstatymo tikslas
Šio įstatymo tikslas – sudaryti teisines sąlygas ginti vietinius gamintojus nuo juos žlugdančio prekių importo į Lietuvos Respublikos muitų teritoriją.

2 straipsnis. Šio įstatymo pagrindinės sąvokos
1. Žlugdantis importas – prekės importas labai padidėjusiais kiekiais (absoliutine įraša arba palyginti su panašios prekės gamyba ar vartojimu Lietuvoje) ir (arba) tokiomis sąlygomis, kad daro arba gresia padaryti didelės žalos vietiniams gamintojams, gaminantiems panašias prekes. Pasaulio Prekybos Organizacijos šalims narėms protekcinių (apsaugos) priemonių taikymas gali būti svarstomas tik tais atvejais, kai tenkinamos abi nurodytos sąlygos.
2. Svarstoma prekė – prekė, kurios importas į Lietuvos Respublikos muitų teritoriją yra žlugdantis pagal šio straipsnio 1 dalį.
3. Panaši prekė – identiška prekė arba prekė, visais atžvilgiais panaši į svarstomą prekę, importuojamą į Lietuvos Respublikos muitų teritoriją, jeigu identiškos prekės nėra, kita panašiomis charakteristikomis pasižyminta prekė arba prekė, Lietuvos rinkoje tiesiogiai konkuruojanti su svarstoma preke.
4. Vietiniai gamintojai – Lietuvos gamintojų, gaminančių panašią prekę, visuma arba tie iš jų, kurių bendras panašios prekės gamybos kiekis sudaro didesnę dalį (daugiau kaip 50 procentų) viso panašios prekės gamybos Lietuvos Respublikos muitų teritorijoje kiekio.
5. Didelės žalos grėsmė – įrodymais patvirtinta akivaizdžiai neišvengiama didelė žala vietiniams gamintojams.
6. Didelė žala – reikšmingas pakenkimas vietiniams gamintojams, kai svarstomos prekės importas neigiamai veikia panašios prekės gamybą, gamybos pajėgumų naudojimą, prekės atsargas, pardavimus, rinkos dalį, prekės kainą, pelną, užimtumą ir pan.

8. **Lietuvos Respublikos muitų siena** – Lietuvos Respublikos muitų teritorijos riba, sutampanti su Lietuvos Respublikos valstybės siena, išskyrus atvejus, kai Lietuvos Respublikos tarptautinės sutartys numato ką kita.

9. **Protecinės (apsaugos) priemonės** – svarstomos prekės importą į Lietuvos Respublikos muitų teritoriją ribojančios priemonės, kurias taiko Lietuvos Respublika, nustatydama protecinę (apsaugos) kvotą arba protecinį (apsaugos) muitą.

10. **Protecinė (apsaugos) kvota** – svarstomos prekės importo apribojimas, išreikštas leidžiamu per metus importuoti tokios prekės kiekiu (natūrine ar vertine išraiška). Protecinė (apsaugos) kvota gali būti taikoma tik tuomet, kai atlikus šio įstatymo 4 straipsnyje nurodytą tyrimą (toliau – tyrimas) nustatyta, kad į Lietuvos Respublikos muitų teritoriją vykdomas žlugdantis importas.

11. **Protecinis (apsaugos) muitas** – muitas, kuris gali būti taikomas kaip laikina protecinė (apsaugos) priemonė tyrimo metu, kai svarstomos prekės žlugdantis importas yra nustatytas preliminariai, ir kaip galutinė protecinė (apsaugos) priemonė, kai baigus tyrimą nustatyta, kad į Lietuvos Respublikos muitų teritoriją vykdomas svarstomos prekės žlugdantis importas.

12. **Suinteresuotosios šalys** vykdant protecinių (apsaugos) priemonių nustatymo ir taikymo procedūras yra:
   1) panašios prekės Lietuvos gamintojai arba prekybos ar verslo asociacijos, kurių narių dauguma yra panašios prekės Lietuvos gamintojai;
   2) svarstomos prekės importuotojai, užsienio gamintojai arba eksportuotojai arba prekybos ar verslo asociacijos, kurių narių dauguma yra šios prekės importuotojai, užsienio gamintojai arba eksportuotojai;
   3) svarstomos prekės kilmės šalies ar valstybių, iš kurių importuojama į Lietuvos Respublikos muitų teritoriją svarstoma prekė (toliau – svarstomos prekės kilmės ar ją eksportuojančios šalies), vyriausybės;
   4) Lietuvos įmonės, naudojančios svarstomą prekę savo produkcijai gaminti;
   5) Lietuvos Respublikos Vyriausybė ar kitos valstybės institucijos;
   6) Lietuvos vartotojų teisių gynimo organizacijos (visuomeninės).

**3 straipsnis. Šį įstatymą įgyvendinantį valstybės institucija**

1. Lietuvos Respublikos Vyriausybės įgaliota institucija (toliau – Institucija) atlieka
tyrimus žlugdančiam importui nustatyti, taikomų protekcinių (apsaugos) priemonių peržiūras, priima nutarimus atlikti tyrimą ar jo neatlikti, atlikti peržiūrą, pratęsti tyrimo trukmę, baigti tyrimą, atlikti pakartotinį tyrimą, taip pat nutarimus taikyti protekcines (apsaugos) priemones, jų taikymą pratęsti, liberalizuoti taikomas protekcines (apsaugos) priemones ar jas panaikinti. Institucijos teikianuose Lietuvos Respublikos Vyriausybės siūlymuose, be kitos informacijos, turi būti nurodyti faktai ir motyvai, kurių pagrindu siūloma taikyti protekcines (apsaugos) priemones, pratęsti jų taikymą, liberalizuoti ar panaikinti taikomas protekcines (apsaugos) priemones.

2. Lietuvos Respublikos Vyriausybė priima nutarimus dėl protekcinių (apsaugos) priemonių taikymo, jų taikymo pratęsimo, dėl taikomų protekcinių (apsaugos) priemonių liberalizavimo ar jų panaikinimo.

ANTRASIS SKIRSNIS T
YRIMO ATLIKIMAS

4 straipsnis. Tyrimo tikslas
Tyrimo tikslas – surinktų objektyvių įrodymų pagrindu nustatyti, ar tikrai svarstomos prekės importas į Lietuvos Respublikos muitų teritoriją yra žlugdantis importas.

5 straipsnis. Tyrimo iniciavimas
1. Tyrimas nustatyti žlugdantį importą pradedamas vykdyti, kai vietiniai gamintojai Institucijai pateikia rašytinį prašymą, atitinkantį šio įstatymo 6 straipsnyje nustatytus reikalavimus.

2. Jeigu prašymo pateikėjo panašios prekės gamybos kiekis nesudaro didesnė dalies tokios prekės gamybos Lietuvos Respublikos muitų teritorijoje kiekio, Institucijai kartu su prašymu turi būti pateikti ir kitų panašios prekės gamybos vietinių gamintojų pritarimai prašymui atlikti tyrimą. Prašymas atlikti tyrimą laikomas pateiktu vietinių gamintojų, jei prašymui atlikti tyrimą pritarė vietiniai gamintojai, kurių panašios prekės gamybos kiekis sudaro didesnę dalį (kartu su prašymo pateikėjo panašios prekės gamybos kiekiu) visos tokios prekės gamybos Lietuvos Respublikos muitų teritorijoje.

3. Institucijos nutarimu tyrimas gali būti pradėtas ir nesant šio straipsnio 1 dalyje nurodyto prašymo, jei ji gauna informaciją iš vietiniams gamintojams atstovaujančios asociacijos arba ministerijos, iš kuriai pagaminta srities yra panašios prekės gamyba, ir šioje informacijoje pateikiami šio įstatymo 6 straipsnyje nustatytų įrodymai, reikalingi tyrimo atlikimui pagrįsti.

6 straipsnis. Prašymas atlikti tyrimą
1. Prašyme atlikti tyrimą dėl žlugdančio importo turi būti išdėstyti svarstomos prekės
žlugdančio importo, jo daromos ar gresiančios didelės žalos vietiniams gamintojams ir priežastinio ryšio tarp žlugdančio importo ir žalos įrodymai. Šie įrodymai yra būtini tyrimo atlikimui pagrįsti. Prašyme atlikti tyrimą turi būti pateikta tokia informacija:

1) prašymo pateikėjo – fizinio asmens vardas, pavardė, adresas (juridinio asmens ar įkštumo subjekto, neturinčio juridinio asmens teisių, pavadinimas ir buveinės adresas) bei prašymo pateikėjo ir kiekvieno vietinio gamintojo, kuris pritaria prašymui atlikti tyrimą, panašios prekės prekės kiekis natūrine ir vertine išraiška;

2) detalus svarstomos prekės aprašymas, kad ją būtų galima apibūdinti pagal Lietuvos Respublikos kombinuotąjų muitų tarifų ir užsienio prekybos statistikos nomenklatūrą;

3) svarstomos prekės kilmės ar ją exportuojančių šalių pavadinimai;

4) detalus panašios prekės aprašymas ir prekės kodas pagal Lietuvos Respublikos kombinuotąjų muitų tarifų ir užsienio prekybos statistikos nomenklatūrą;

5) žinomų svarstomos prekės exportuotojų pavadinimai;

6) žinomų svarstomos prekės importuotojų pavadinimai.

2. Kartu su prašymu pateikiami duomenys apie svarstomos prekės importo žlugdantį poveikį vietiniams gamintojams (gamybai, gamybos pajėgumų panaudojimui, pardavimams, rinkos daliai, prekės kainai, pelno ar nuostolių lygiui, užimtumui ir pan.), jei šie duomenys yra prieinami prašymo pateikėjui, bei kiti dokumentai, patvirtinantys prašymo pagrįstumą.

3. Prieš pradėdama tyrimą, Institucija apie gautą prašymą atlikti tyrimą bei šio įstatymo 5 straipsnio 3 dalyje nurodytus dėl tyrimo priėmimo dėl tyrimo priėmimas

1. Gavusi vietinių gamintojų prašymą, Institucija patikrina, ar prašymas pateiktas vietinių gamintojų, kaip šio įstatymo 5 straipsnio 2 dalyje nustatytą, ar gautas prašymas atitinka šio įstatymo 6 straipsnyje nustatytus reikalavimus, ar pakanka įrodymų tyrimo atlikimui pagrįsti, ir ne vėliau kaip per 30 kalendorinių dienų nuo prašymo pateikimo dienos priima nutarimą atlikti tyrimą ar jo neatlikti.

2. Jei prašymo pateikėjo panašios prekės gamybos kiekis nesudaro didesnės dalies visos tokios prekės gamybos Lietuvos Respublikos muitų teritorijoje ir prašymui atlikti tyrimą pritarė nepakankamai vietinių gamintojų, ar pateiktas prašymas atitinka šio įstatymo 6 straipsnyje nustatytą reikalavimus, ar pateikta nepakankamai įrodymų tyrimo atlikimui pagrįsti, Institucija praneša apie tai prašymo pateikėjui nurodydama trūkumus ir nustato terminą trūkumams
pašalinti. Jei prašymo pateikėjas Institucijos nustatytu terminu nurodytų trūkumų nepašalina, Institucija priima nutarimą tyrimo neatlikti.

3. Institucijos nutarimas atlikti tyrimą skelbiamas „Valstybės žiniose“.

4. Institucija, priėmusi nutarimą neatlikti tyrimo (tuo atveju, kai buvo gautas prašymas atlikti tyrimą), per 5 darbo dienas nuo šio nutarimo priėmimo dienos praneša apie tai prašymo pateikėjui.

8 straipsnis. Tyrimo eiga

1. Tyrimo metu siekiant nustatyti, ar svarstomos prekės importas daro ar gresia padaryti didelės žalos vietiniams gamintojams, turi būti objektyviai įvertinti veiksniai, darantys įtaką vietinių gamintojų būklei:
   1) svarstomos prekės importo į Lietuvos Respublikos muitų teritoriją kiekis (absoliutine ir vertine išraiška) bei jam tenkanti panašios prekės prekės pardavimų Lietuvos Respublikos rinkoje bendro kiekio dalis;
   2) svarstomos prekės importo į Lietuvos Respublikos muitų teritoriją padidėjimas absolutiiniu dydžiu arba palyginti su gamyba ar vartojimu Lietuvos Respublikos muitų teritorijoje;
   3) importuojamos svarstomos prekės ir Lietuvoje gaminamos panašios prekės kainų pokyčiai. Šį svarbumą, kai yra akivaizdus Lietuvoje gaminamos panašios prekės kainos sumažėjimą arba trukdymą jai didėti, o tai tikėtina nesant žlugdančio importo;
   4) Lietuvoje gaminamos panašios prekės prekės pardavimo vidaus rinkoje pokyčiai;
   5) pokyčiai ekonomikos rodiklių, apibūdinančių Lietuvos įmonių gamybos kiekį, gamybos pajėgumų panaudojimą, prekių kainų pokyčių, pardavimus, rinkos dalį, pelną, užimtumą ir kita;
   6) kitos nei importo kiekio pokyčiai aplinkybės, darančios ar galėjusios padaryti didelės žalos vietiniams gamintojams.

2. Kai yra įtariama didelės žalos vietiniams gamintojams grėsmė, be veiksnų, išvardytų šio straipsnio 1 dalyje, turi būti papildomai įsnauginėta, ar yra faktų, leidžiančių daryti objektyvią išvadą, kad dėl svarstomos prekės importo artimojo ateityje kils didelė žala vietiniams gamintojams. Šiuo atveju turi būti įvertintas svarstomos prekės importo į Lietuvos Respublikos muitų teritoriją kiekis, jo augimo tempas ir svarstomos prekės kilmės ar ją eksportuojančioje šalyje esantis ar potencialus eksporto pajėgumas bei tikimybė, kad tas pajėgumas bus panaudotas svarstomai prekei importuoti į Lietuvos Respublikos muitų teritoriją.

3. Atliekant tyrimą turi būti įvertinti visi objektyvūs veiksnių, kuriuos galima kiekybiškai išmatuoti ir kurie turi įtakos panašios prekės prekės vietiniams gamintojams. Jei tuo pačiu metu kiti veiksnių daroma žala
negali būti priskiriamą žlugdančiam importui.

4. Atliekant tyrimą visa reikalinga informacija gaunama, kai:

1) suinteresuotosios šalys atsako į Institucijos pateiktus klausimynus. Atsakymai į klausimynus turi būti pateikti raštu per 30 kalendorinių dienų (skaičiuojant nuo klausimynų gavimo dienos);

2) suinteresuotosios šalys savo iniciatyva pateikia papildomų įrodymų;

3) Lietuvos ūkio subjektai, valstybės valdymo bei vietos savivaldos vykdomosios institucijos, Statistikos departamentas prie Lietuvos Respublikos Vyriausybės pateikia reikalingus duomenis bei dokumentus Institucijos prašymu.

5. Atliekant tyrimą suinteresuotosios šalims turi būti suteikta galimybė pateikti įrodymų ir išdėstyti argumentus dėl kitų suinteresuotųjų šalų pateiktos informacijos.

6. Institucija gali išklaustyti suinteresuotųjų šalių argumentus ir paaiškinimų žodžių, jeigu jos per Institucijos nutarime atlikti tyrimą nustatytą terminą raštu pateikė tokį prašymą. Šiam prašymui turi būti nurodyta, jog prašymą pateikusi suinteresuotoji šalis iš tiesų gali būti paveikta atliekamo tyrimo rezultatų, ir nurodytos svarbios priežastys, dėl kurių ji turėtų būti išklaustyta.

7. Nepažeidžiant šio įstatymo 22 straipsnio nuostatų, suinteresuotosios šalims, raštu pateikusiosms prašymus, turi būti sudaryta galimybė susipažinti su kitų suinteresuotųjų šalių informacija, kuria atlikdama tyrimą vadovaujasi Institucija.


9. Atliekdama tyrimą, Institucija remiasi turima ir gauta informacija bei suinteresuotųjų šalių raštu (per nutarime atlikti tyrimą ar atitinkamame kitame Institucijos nutarime nustatytą terminą) pateikta informacija.

10. Jei suinteresuotoji šalis atsakotai pateikti reikalingą informaciją, pateikia informaciją pavėluotai arba pateikia tik jos dalį arba nustatoma, kad suinteresuotoji šalis pateikė metiningą informaciją, priimant nutarimus metininga informacija atmetama ir vadovaujamas pateikta informacijos dalimi bei kita turima, Institucijos nuomone, patikima informacija, įskaitant informaciją, gautą iš kitų prieinamų nepriklausomų šaltinių. Suinteresuotosios šalys raštu įspėjame, kad jei jos nepateiks informacijos, pateiks ją pavėluotai arba pateiks metiningą informaciją, išvados gali būti padarytos remiantis įrodymais, pagrįstais Institucijos turima ir kitų suinteresuotųjų šalių pateikta informacija bei dokumentais. Tais atvejais, kai suinteresuotosios šalies pateiktoje informacijoje yra netikslumų, kuriuos galima patikrinti, ir tai nesusidaro didelį sunkumų ją naudoti, o suinteresuotoji šalis stengesi pateikti tinkamą informaciją, pateikta informacija neatmetama.

11. Jei suinteresuotosios šalies pateikti įrodymai ar informacija nepriimami, juos pateikusiai suinteresuotajai šalai turi būti praneštos nepriimimui priežastys ir sudarytos sąlygos per Institucijos nustatytą terminą pateikti paaiškinimų. Jei šie paaiškinimai laikomi
nepakankamais, suinteresuotosios šalies pateiktų įrodymų ar informacijos nepriėmimo priežastys
turi būti nurodytos atitinkamame Institucijos nutarime.

9 straipsnis. Tyrimo trukmė
1. Tyrimo trukmė neturi būti ilgesnė kaip 9 mėnesiai nuo nutarimo atlikti tyrimą
įsigaliojimo dienos. Jeigu dėl objektyvių priežasčių tyrimo neįmanoma baigti per nustatytą laiką,
Institucija gali priimti nutarimą šį terminą pradėti, bet ne ilgiau kaip 2 mėnesiams. Institucijos
nutarimas pradėti tyrimo trukmę skelbiamas „Valstybės žiniose“. Be kitos informacijos, nutarime
pradėti tyrimo trukmę turi būti nurodomi pradžios terminas ir motyvai.

2. Jei Institucija, vadovaudamasi tyrimo metu išnagrinėta informacija, padaro išvadą, kad
protekcinį (apsaugos) priemonių taikyti nereikia, ji

Institucijos nutarimas pradėti tyrimą turi būti priimtas
nereikalingas darbuotojų, kurie
iai

protekcinio (apsaugos) priemonių, kurių

TREČIASIS SKIRSNIS
PROTEKCIINIŲ (APSAUGOS) PRIEMONIŲ
TAIKYMAS

10 straipsnis. Protekcinų (apsaugos) priemonių taikymo tiksliai
Protekcinų (apsaugos) priemonių taikymo tiksliai yra:
1) pašalinti daromą didelą žalą vietiniams gamintojams arba grėsmę tokiai žalai
susidaryti;
2) sudaryti sąlygas vietiniams gamintojams prisitaikyti prie padidėjusios užsienio
įmonių konkurencijos bei skatinti šį prisitaikymą.

11 straipsnis. Protekcinio (apsaugos) mūto, kaip laikinos protekcinės (apsaugos)
priemonės, taikymo sąlygos
Tyrimo metu kaip laikiną protekcinę (apsaugos) priemonės svarstomas prekės importui gali būti taikomos protekcinis
(apsaugos) muitas, tačiau tik tuo atveju, jeigu tenkinamos visos šios sąlygos:
1) objektyvių įrodymų pagrindu preliminariai nustatyta, kad svarstomas prekės importas
yra vietinius gamintojus žlugdantis žalos importas;
2) dėl vietinių gamintojų būklės pablojėjimo reikia neatidėliotinų priemonių, nes
netaikant protekcinio (apsaugos) mūto tyrimo metu vietiniams gamintojams būtų padaryta
didelė žalos, kurių būtų sunku atitaisyti;
3) atsižvelgiant į šio straipsnio 1 ir 2 punktuose nustatytas sąlygas, Institucijos nuomone,
protekcinio (apsaugos) mūto taikymas tyrimo metu yra tikslingas.

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12 straipsnis. Protekcinio (apsaugos) muito, kaip laikinos protekcinės (apsaugos) priemonės, taikymas

1. Jei tenkinamos šio įstatymo 11 straipsnyje nustatytos sąlygos, Institucija priima nutarimą taikyti protekcinį (apsaugos) muitą, kaip laikiną priemonę, bei nustato protekcinio (apsaugos)uito dydį ir datą, nuo kurios šis muitas bus taikomas.

2. Protekcinis (apsaugos) muitas, kaip laikina protekcinė (apsaugos) priemonė, gali būti taikomas ne ilgiau kaip 200 kalendorinių dienų. Protekcinio (apsaugos) muito taikymo laikotarpis įskaitomas į bendrą protekciniių (apsaugos) priemonių taikymo ar pratešimo trukmę, nurodytą šio įstatymo 15 ir 16 straipsniuose.


5. Tais atvejais, kai baigus tyrimą svarstomos prekės žlugdantis importas nenustatytas, protekcinis (apsaugos) muitas, jei jis buvo sumokėtas, turi būti grąžintas Lietuvos Respublikos muitų tarifų įstatymo nustatyta tvarka.

13 straipsnis. Protekciniių (apsaugos) priemonių taikymas baigus tyrimą

1. Protekcinės (apsaugos) priemonės svarstomos prekės importui į Lietuvos Respublikos muitų teritoriją gali būti taikomos tik tuo atveju, jeigu pagal šio įstatymo 8 straipsnio nuostatas atlikto tyrimo metu nustatyta, kad svarstomos prekės importas yra vietinius gamintojus žlugdančis importas.

2. Protekcinės (apsaugos) priemonės taikomos kiekvienai svarstomai prekei, išleidžiamai laisvai cirkuliuoti Lietuvos Respublikos muitų teritorijoje, nesvarbu, iš kurios šalies svarstoma prekė importuojama, išskyrus šio įstatymo 14 straipsnio 3, 4 dalys ir 19 straipsnyje nurodytais atvejus. Protekcinės (apsaugos) priemonės taikomos nuo Institucijos nutarimo taikyti protekcinę (apsaugos) priemonę įsigaliojimo dienos, jeigu šiame nutarime nėra nustatyta vėlesnė protekcinės (apsaugos) priemonės taikymo data. Institucijos nutarimo taikyti protekcinę (apsaugos) kvotą priimimas neturi riboti svarstomą prekę išleisti laisvai cirkuliuoti Lietuvos Respublikos muitų teritorijoje, jei svarstomą prekę importuojantis asmuo pateikia pakankamai įrodymų,
patvirtinančių, kad nutarimo taikyti protekcinę (apsaugos) kvotą įsigaliojimo dieną importuojama svarstoma prekė buvo pakeliui į Lietuvos Respublikos muitų teritoriją.

3. Institucijos nutarime taikyti protekcinę (apsaugos) priemonę turi būti nustatyta protekcinė (apsaugos) priemonė (protekcinis (apsaugos) muitas arba protekcinė (apsaugos) kvota), jos dydis ir data, nuo kurios protekcinė (apsaugos) priemonė bus taikoma, taip pat turi būti patvirtintas protekcinės (apsaugos) priemonės liberalizavimo tvarkaraštis.

4. Jei Institucija yra priėmusi nutarimą taikyti protekcinį (apsaugos) muitą, kaip galutinę protekcinė (apsaugos) kvota, importuojamoms svarstomoms prekėms protekcinis (apsaugos) muitas taikomas šio įstatymo 12 straipsnio 3 ir 4 dalyse nustatyta tvarka.

5. Protekcinės (apsaugos) kvotos administravimo tvarką nustato Lietuvos Respublikos Vyriausybė ar jos įgaliota institucija.

14 straipsnis. Protekcinės (apsaugos) kvotos dydis

1. Protekcinės (apsaugos) kvotos dydis turi būti ne mažesnis (natūrine ar vertine išraiška) negu svarstomos prekės importo vidurkis per pastaruosius 3 metus, nebet mažesnis protekcinės (apsaugos) kvotos dydis yra būtinas daromai daromai žalai ar jos grėsmei vietiniams gamintojams pašalinti.

2. Institucija, nustatydamai protekcinę (apsaugos) kvotą, turi atsižvelgti į pageidaujamus išlaikytų (kiek jinanoma) įprastus prekybos srautus ir į importuojamus į Lietuvos Respublikos muitų teritoriją svarstomos prekės kiekį pagal anksčiau (iki nutarimo taikyti protekcinę (apsaugos) priemonę priėmimo) sudarytas sutartis, jei apie tokias sutartis Institucija buvo informuota.

3. Atsižvelgiant į tyrimo rezultatus, protekcinė (apsaugos) kvota turi būti paskirstoma svarstomą prekę eksporctuojančioms šalims ar jų grupėms. Protekcinė (apsaugos) kvota paskirstoma susitarus su šalimis, iš kurių svarstoma prekė importuojama į Lietuvos Respublikos muitų teritoriją.

Jeigu tai padaryti neįmanoma, protekcinę (apsaugos) kvota šioms šalims ar jų grupėms paskirstoma proporcingai joms tenkančiai svarstomos prekės importo per praėjusius 3 metus dalis anksčiau atsižvelgiant į veiksnius, darančius ar galinčius daryti poveikį prekybai svarstoma preke.

4. Tais atvejais, kai per tyrimo metu nagrinėtą laikotarpį svarstomos prekės importas iš tam tikros šalies ar šalių grupės padidėjo neproporcingai daug, palyginti su bendru tos prekės importo kiekio padidėjimu, galima nukrypti nuo šiame straipsnyje nustatytų reikalavimų (svarstomos prekės importui iš tokios šalies ar šalių grupės gali būti nustatoma griežtesnė protekcinė (apsaugos) kvota nei nustatyta pagal šį straipsnį). Kai yra tik didelės žalos grėsmė vietiniams gamintojams, toks nukrypimas neleidžiamas.
15 straipsnis. Protekcinės (apsaugos) priemonės taikymo trukmė
Protekcinė (apsaugos) priemonė taikoma tiek, kiek tai būtina šio įstatymo 10 straipsnyje nurodytiems tikslams pasiekti, bet ne ilgiau kaip 4 metus, įskaitant protekcinio (apsaugos) mūto tyrimo metu, išskyrus atvejus, kai jos taikymas pratešiamas pagal šio įstatymo 16 straipsnį.

16 straipsnis. Protekcinės (apsaugos) priemonės taikymo pratešimas
1. Jei turima pakankamai įrodymų, kad protekcinės (apsaugos) priemonės taikymas būtinas siekiant užkirsti kelią didelėi žalai susidaryti arba ją atitaisyti, Institucijos iniciatyva, priėmus atitinkamą nutarimą, pagal šio įstatymo antrojo skirsnio nuostatas gali būti atliekamas pakartotinis tyrimas. Pakartotinio tyrimo metu protekcinis (apsaugos) mūtas, kaip laikina apsaugos priemonė, negali būti taikomas.

2. Jeigu pakartotinio tyrimo metu nustatyta, kad protekcinės (apsaugos) priemonės taikymo pratešimas būtinas siekiant užkirsti kelią didelėi žalai susidaryti arba ją atitaisyti, ir yra įrodymų, kad vietiniai gamintojai prisitaiko prie padidėjusios užsienio įmonių konkurencijos, protekcinės (apsaugos) priemonės taikymas Institucijos nutarimu gali būti prateštas. Protekcinės (apsaugos) priemonės taikymo pratešimui taikomos nuostatos, reglamentuojančios protekcinės (apsaugos) priemonės taikymą, jei tai neprieštarauja šio straipsnio nuostatomis.

3. Protekcinės (apsaugos) kvotos, nustatytos pagal šio įstatymo 14 straipsnio 4 dalį, taikymas negali būti prateštas.

4. Pratešta protekcinė (apsaugos) priemonė negali būti griežtesnė, negu ji buvo pradinio protekcinės (apsaugos) priemonės taikymo laikotarpio pabaigoje.

5. Bendra protekcinės (apsaugos) priemonės taikymo trukmė, įskaitant protekcinio (apsaugos) mūto, kaip laikinos protekcinės priemonės, taikymą tyrimo metu, pagrindinį protekcinės (apsaugos) priemonės taikymo laiką ir pratešimą, negali būti ilgesnė kaip 8 metai.

17 straipsnis. Protekcinės (apsaugos) priemonės liberalizavimas ir jos taikymo peržiūra
1. Siekiant sudaryti sąlygas vietiniams gamintojams greičiau prisitaikyti prie padidėjusios užsienio įmonių konkurencijos ir skatinti šį prisiaikymą, protekcinė (apsaugos) priemonė, jeigu ji taikoma ilgiau negu 1 metus, turi būti liberalizuojama reguliariais intervalais per protekcinės (apsaugos) priemonės taikymo laikotarpį iki baigsis jos taikymas.

2. Vadovaudamasi šio straipsnio 1 dalimi, Institucija nutarime taikyti protekcinę (apsaugos) priemonę patvirtina ir jos liberalizavimo tvarkaraštį. Protekcinės (apsaugos) priemonės liberalizavimo tvarkaraštis tvirtinamas ir tuo atveju, kai pagal šio įstatymo 16 straipsnio 2 dalį pratešiamas protekcinės (apsaugos) priemonės taikymas.

3. Kai nustatytas protekcinės (apsaugos) priemonės taikymo laikotarpis ilgesnis negu 3
metai, Institucija ne vėliau kaip praėjus pusei nustatyto protekcinės (apsaugos) priemonės taikymo laikotarpio turi peržiūrėti, ar reikalinga protekcinė (apsaugos) priemonė toliau taikyti. Peržiūra pradedama Institucijos nutarimu likus ne mažiau kaip 3 mėnesiams iki nustatyto pusės laikotarpio pabaigos. Peržiūrai atlikti taikomi šio įstatymo 8 straipsnio reikalavimai, taikytini tyrimui atlikti. Institucijos nutarimas dėl protekcinės (apsaugos) priemonės taikymo peržiūros skelbiamas „Valstybės žiniose“.

4. Jeigu Institucija, atlikusi peržiūrą, padaro išvadą, kad svarstomos prekės importo daroma didelė žala ar jos grėsmė išnyko, sumažėjo, arba jei protekcinės (apsaugos) priemonės panaikinimas ar greitasis liberalizavimas labiau skatintų vietinių gamintojų prisitaikymą prie padidėjusios užsienio įmonių konkurencijos, Institucija priima nutarimą dėl taikomos protekcinės (apsaugos) priemonės panaikinimo arba greitasis liberalizavimo.

18 straipsnis. Protekcinės (apsaugos) priemonės pakartotinis taikymas

1. Protekcinė (apsaugos) priemonė negali būti pakartotinai taikoma svarstomos prekės importui, jeigu nuo ankstesnės protekcinės (apsaugos) priemonės taikymo pabaigos nepraėjo jos taikymo trukmės prilygstantis, bet ne trumpesnis kaip 2 metų laikotarpis.

2. Neatsižvelgiant į šio straipsnio 1 dalies nuostatą, 180 kalendorinių dienų arba mažesnės trukmės protekcinė (apsaugos) priemonė gali būti pakartotinai taikoma svarstomos prekės importui, jeigu tenkinamos abi šios sąlygos:

1) praėjo ne mažiau kaip 1 metai nuo ankstesnės protekcinės (apsaugos) priemonės taikymo tos prekės importui dienos;

2) protekcinė (apsaugos) priemonė nebuvo taikyta svarstomos prekės importui daugiau kaip du kartus per 5 metus iki dienos, nuo kurios numatoma taikyti protekcinę (apsaugos) priemonę pakartotinai.


19 straipsnis. Protekcinės (apsaugos) priemonės taikymo lengvatos importui iš besivystančių šalių

1. Protekcinės (apsaugos) priemonės netaikomos prekės importui iš besivystančios šalies, jeigu tenkinamos abi šios sąlygos:
1) svarstomos prekės importas iš tokios šalies neviršija 3 procentų bendro svarstomos prekės importo į Lietuvos Respublikos muitų teritoriją;

2) svarstomos prekės importas iš kiekvienos besivystančios šalies neviršija 3 procentų, o bendrai iš tokii besivystančių šalių – 9 procentų viso svarstomos prekės importo į Lietuvos Respublikos muitų teritoriją.

2. Sąrašą besivystančių šalių, iš kurių svarstomos prekės importu į Lietuvos Respublikos muitų teritoriją taikomos šio straipsnio 1 dalies nuostatos, tvirtina Lietuvos Respublikos Vyriausybė ar jos įgaliota institucija.

**KETVIRTASIS SKIRSNIS**

**APSKUNDIMAS**

**20 straipsnis. Nutarimų ir veiksmų apskundimas**

1. Jei suinteresuotoji šalis nesutinka su Institucijos priimtais nutarimais, ji turi teisę juos apskųsti Aukštesniajam administraciniam teismui. Skundas Aukštesniajam administraciniam teismui gali būti paduotas per 3 mėnesius nuo skundžiamo nutarimo paskelbimo ar suinteresuotajai šalai įteikimo dienos.

2. Jei suinteresuotoji šalis nesutinka su Institucijos veiksmais, susijusiais su šio įstatymo įgyvendinimu, arba neveikimu, turi teisę juos apskųsti Aukštesniajam administraciniam teismui. Skundas Aukštesniajam administraciniam teismui gali būti paduotas per 1 mėnesį nuo skundžiamo veiksmo atlikimo ar pranešimo apie šį veiksmą suinteresuotajai šalai dienos. Skundas dėl Institucijos neveikimo Aukštesniajam administraciniam teismui gali būti paduotas per 1 mėnesį nuo kitos dienos, kai baigiasi šiame įstatyme nustatytas laikas atitinkamam veiksmui atlikti ar klausimui išspręsti.

3. Apskundimas Aukštesniajam administraciniam teismui nesustabdo Institucijos nutarimų galiojimo, jei Aukštesnysis administracinis teismas nenustato kitaip.

**PENKTASIS SKIRSNIS**

**INFORMAVIMAS**

**21 straipsnis. Informavimas**

1. Institucijos nutarimai atlikti tyrimą ar jo neatlikti, pratęsti tyrimo trukmę, baigti tyrimą bei atlikti protekcinės (apsaugos) priemonės taikymo peržiūrą, nutarimai taikyti protekcines (apsaugos) priemones, jų taikymą pratęsti, liberalizuoti taikomas protekcines (apsaugos) priemones ar jas panaikinti Lietuvos Respublikos teisės aktų nustatyta tvarka skelbiami „Valstybės žiniose“. 

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2. Institucijos nutarime atlikti tyrimą ar protekcinės (apsaugos) priemonės taikymo peržiūrą, be kitos informacijos, turi būti:
   1) pateikiama informacijos, gautos kartu su prašymu, santrauka;
   2) nurodoma, kad visa su tyrimu susijusi informacija pateikiama Institucijai;
   3) nustatytas laikotarpis, per kurį suinteresuotosios šalys gali raštu pateikti įrodymus ir išdėstyti savo argumentus;
   4) nustatytas laikotarpis, per kurį suinteresuotosios šalys gali pateikti prašymus Institucijai dėl galimybės išdėstyti savo argumentus šodžiu ir pateikti su tyrimu susijusią papildomą informaciją.

3. Institucijos nutarime pratęsti tyrimo trukmę arba baigti tyrimą, be kitos informacijos, turi būti pateiktos pagrindinės tyrimo išvados bei tyrimo pratęsimo arba nutraukimo motyvų santrauka.


5. Institucijos nutarimuose, atsižvelgiant į informacijos konfidencialumo reikalavimus, be kitos informacijos, turi būti nurodyti faktai, teisės aktų nuostatos ir motyvai, kurių pagrindu priimti nutarimai taikyti protekcinės (apsaugos) priemones, pratęsti jų taikymą, liberalizuoti ar panaikinti taikomas protekcinės (apsaugos) priemones.

22 straipsnis. Konfidenciali informacija

1. Visa pagal šį įstatymą gauta informacija naudojama tik tuo tikslu, kuriuo ji buvo prašoma.

2. Informacija, kurios atskleidimas suteiktų didelį konkurencinį pranašumą konkurentams ar turėtų didelį neigiamą poveikį informaciją pateikusiai suinteresuotajai šaliai ar asmeniui, iš kurio suinteresuotoji šalis ją įsigijo, ir ta informacija, kurią laikyti konfidencialia prašo ją pateikusi suinteresuotoji šalis, yra laikoma konfidencialia. Institucija, gavusi konfidencialią informaciją, negali jos atskleisti be informaciją pateikusios suinteresuotosios šalies sutikimo.


4. Jeigu prašymas dėl informacijos konfidencialumo, Institucijos nuomone, nėra pagrįstas ir jei informaciją pateikusi suinteresuotoji šalis nesutinka, kad ji būtų viešai atskleista (apibendrinta ar santraukos forma), Institucija į tokią informaciją gali neatsižvelgti. Tačiau į šią
informaciją turi būti atsižvelgiama, jeigu kiti šaltiniai patvirtina, kad pateikta informacija yra teisinga.

ŠEŠTASIS SKIRSNIS
BAIGIAMOSIOS
NUOSTATOS

23 straipsnis. Tarptautinės sutartys

1. Jeigu Lietuvos Respublikos tarptautinės sutartys, kurias ratifikavo Lietuvos Respublikos Seimas, nustato kitokias taisykles negu šis įstatymas, taikomos tarptautinių sutarčių nuostatos.

2. Vadovaudamasi Lietuvos Respublikos sutarčių dėl laisvosios prekybos nuostatomis, Institucija, prieš pradėdama tyrimą, informuoja Lietuvos Respublikos užsienio reikalų ministeriją apie gautą prašymą atlikti tyrimą.

_Skelbiu šį Lietuvos Respublikos Seimo priimtą įstatymą._

RESPUBLIKOS PREZIDENTAS

VALDAS ADAMKUS
APPENDIX 4

REPUBLIC OF LITHUANIA LAW
ON DEPOSITS INSURANCE
27 February 2001 No.IX-192
Vilnius

CHAPTER ONE GENERAL PROVISIONS

Article 1. Purpose of the Law
This law shall lay down the procedure of insurance of deposits held with commercial banks established in the manner set forth in the laws of the Republic of Lithuania (hereinafter - commercial banks), branches of foreign banks established in the Republic of Lithuania (hereinafter - branches) and the Central Credit Union and credit unions (hereinafter - credit unions) and the level of compensation of these deposits.

Article 2. Definitions
1. The insured means a commercial bank, a foreign bank which has established a branch (hereinafter- banks) or a credit union which pay insurance premiums to a state enterprise - the Deposits Insurance Fund (hereinafter - the Fund) in the manner laid down in this Law.

2. Depositor means a natural or legal person, or an enterprise without legal personality, which hold deposits in commercial banks, branches and credit unions, with the exception of entities whose deposits may not be covered by insurance under Article 3(6)(1-5) of this Law. When a group of persons has the rights of claim to funds under contracts, each person of the group is regarded a depositor and the funds are divided in equal parts to each depositor unless the contracts under which the rights of claim arise or court decisions do provide otherwise.

3. Deposit means the sum of depositor’s funds held in a commercial bank, a branch or a credit union under a bank deposit and/or bank account contract and other funds to which a depositor has the right of claim arising from financial operations with deposits by a credit institution (with the exception of the rights of claim under deposit safe-keeping contracts).

4. Insurance premium means a premium paid by the insured in the manner
prescribed by this Law.

5. **Insurance compensation** means a sum of money set forth in this Law to which the depositor is entitled when an insurance event happens.

6. **Insurance event** means institution of bankruptcy proceedings to a credit union or a bank or taking a decision to suspend the activities of a banking or any other credit institution when a credit union or a bank is unable to settle with creditors.

7. **Insurance sum** means the amount of the insured deposit.

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**CHAPTER TWO**

**TERMS AND CONDITIONS OF DEPOSIT INSURANCE**

**Article 3. Coverage and Insurance Sums**

1. Insurance coverage shall apply to Litas - denominated deposits and foreign currency - USD and national currency of the EU Member State (hereinafter - foreign currency) - denominated deposits of depositors.

2. The deposits indicated in paragraph 1 of this Article must be insured with the Fund by commercial banks, credit unions and foreign banks with offices established in the Republic of Lithuania in which deposits kept are not insured (compensated) or their security is not ensured in any other way under the legislation of a foreign state to the jurisdiction whereof belongs the bank which has an established branch.

3. If the deposits held with a branch are insured (compensated) or are protected in any other way in accordance with the legal acts of the relevant foreign state but where the Fund Council determines that that these conditions of insurance (compensation) or other protection are less favourable than those prescribed by this Law, the bank which has established the branch must provide additional insurance for the deposits held by depositors at the branch following the procedure prescribed by the Fund Council and announced in “Valstybės žinios” (“Official Gazette”). Only those deposits which, under the laws of a foreign state, have conditions of insurance (compensation) or other protection measures lower than those provided for in this Law shall be subject to complementary insurance. Deposits which, under the laws of a foreign state, are not covered by insurance (compensation) or protected otherwise must be insured in accordance with this Law.

4. Conditions of insurance (compensation) coverage or other protection measures of deposits held at a branch may not be higher than those set forth in this
Law.

5. Conditions of deposit insurance may not be an instrument of competition used in advertising.

6. Insurance coverage shall not apply to the following:
   1) deposits of the Bank of Lithuania;
   2) deposits of the Fund;
   3) deposits of the institutions and agencies of public administration;
   4) deposits of credit institutions;
   5) deposits of pension funds, enterprises administering pension funds, investment companies, enterprises administering investment companies, brokerage firms, investment management and consultancy firms, also enterprises engaged in leasing, and deposits of insurance companies;
   6) debt securities issued by the same insured and liabilities arising out of own acceptances and promissory notes.

7. The insured sum shall be equal to the depositor’s deposit kept at a commercial bank, a branch or a credit union on the day of insurance occurrence but it may not be in excess of:
   1) LTL 45,000 - from the day of entry of this Law into force;
   2) LTL 50,000 - from 1 January 2004;
   3) LTL 60,000 - from 1 January 2007;
   4) EU 20,000 - from 1 January 2010.

8. The insured sum of the deposit covered by a complementary insurance shall be equal to the difference between the deposit and the amount payable to a depositor under the legal acts of a foreign state.

**Article 4. Insurance Premium**

1. The insurance premium shall be calculated from the sum of the Litas-denominated and/or foreign currency - denominated balance of money on depositors’ accounts opened under bank deposit and/or bank account agreements at credit unions, commercial banks and branches where the deposits are not compensated or protected otherwise under legal acts of the state to the jurisdiction whereof belongs the commercial bank which has established the branch. When providing complementary insurance pursuant to the case provided for in Article (3), the insurance premium shall be calculated
from the sum which amounts to the difference between the funds on accounts of deposits subject to complementary insurance opened under bank deposit and/or bank account agreements, and benefits payable to depositors under the legal acts of a foreign state.

2. The annual rate of an insurance premium, with the exception of the case indicated in paragraph 3 of this Article shall be as follows:
   1) 0.45 per cent for commercial banks and branches;
   2) 0.2 per cent for credit unions.

3. The Fund Council shall have the right to change the rate of the insurance premium in the following cases:
   1) when the ratio of the Fund’s capital and total deposits covered by insurance becomes higher than 3 per cent but does not exceed 4 per cent. In this case the annual rate of the insurance premium for the insured specified in paragraph 2(1) of this Article must not be lower than 0.045 per cent, and for the insured specified in paragraph 2(2), of this Article - not lower than 0.025;
   2) when the ratio between the Fund’s capital and total deposits covered by insurance becomes higher than 4 per cent. In this case the rate of the insurance premium for the insured indicated in paragraph 2(1) of this Article must not be lower than 0.001 per cent, and for the insured indicated in paragraph 2, (2) of this Article - not lower than 0.0005 per cent.

4. Commercial banks authorised to accept deposits, and foreign banks which have established branches authorised to receive deposits in cases specified in Article 3(2) shall pay to the account of the Fund the first (advance) premium in the amount of LTL 5,000. Credit unions authorised to receive deposits, and newly established credit unions authorised to receive deposits shall pay to the account of the Fund the first (advance) insurance premium in the amount of LTL 500 in the manner prescribed by the Fund Council. Other insurance premiums shall be calculated by the insured in accordance with the provisions of paragraphs 1 and 2 of this Article, and shall pay them to the account of the Fund each month.

5. The procedure of calculation of an insurance premium, its payment and time limits as well as the procedure of changing the rate of an insurance premium and revision of the procedure shall be determined by the Fund Council and announced in the “Valstybės žinios” (Official Gazette).

6. If the insured fails to pay an insurance premium or a part thereof to the account of the Fund within the time limit prescribed by the Fund Council, a default interest shall be
charged for each overdue day. The rate of the default interest shall be determined by the Fund Council with account of the average interest rate of the preceding calendar quarter payable on the bonds of the Government in LTL with maturities up to one year. Default interest shall be calculated and paid according to the procedure of calculation of default interest for failure to pay an insurance premium when due and its payment approved by the Fund Council. If the insured fails to pay insurance premiums, the sum due and the default interest shall be recovered from him in the manner prescribed by the laws of the Republic of Lithuania.

7. From the day when an insurance event takes place for the insured or when the Fund Council terminates insurance of the deposits of the insured, premiums shall cease to be paid. In this case the part of an insurance premium not paid to the Fund prior to the day of an insurance event or termination of insurance shall be regarded as a debt of the insured to the Fund, and default interest established in paragraph 6 of this Article shall not be calculated.

**Article 5. Insurance Compensation**

1. A depositor shall become entitled to an insurance compensation from the day of occurrence of the insurance event. Amounts of insurance benefits to depositors shall be as follows:

1) 100 per cent of the deposit up to LTL 10,000 - from the day of entry of this Law into force up to 31 December 2009;

2) 90 per cent of the deposit from LTL 10,000 up to LTL 45,000 - from entry of this Law into force to 31 December 2003;

3) 90 per cent of the deposit from LTL 10,000 up to LTL 50,000 - from 1 January 2004 to 31 December 2006;

4) 90 per cent of the deposit from LTL 10,000 up to LTL 60,000 - from 1 January 2007 to 31 December 2009;

5) from 1 January 2010:

a) 100 per cent of the deposit up to the amount in Litas corresponding to EUR 2,500;

b) 90 per cent of the deposit from the amount in Litas corresponding to EUR 2,500 up to the amount in Litas corresponding to EUR 20,000.

3. Insurance benefits for deposits in foreign currency shall be calculated in accordance with the exchange rate of Litas and foreign currency determined by the Bank of Lithuania on the day of the insurance event.

4. Insurance benefits shall be paid out in Litas within three months from the occurrence of the insurance event. The Fund Council may extend the time limit for
not more than twice and each time - for a period not longer than three months. The depositor’s right to receive an insurance benefit shall be valid for not longer than 5 years from the day of the insurance event. Insurance benefits shall be paid to depositors without any restrictions except in the cases specified in Article 6 of this Law.

5. The insurance benefit for the depositors of the insured shall be calculated and paid by the Fund on the basis of the information held by the insured on the day of the insurance event about the depositors, their deposits and about the amounts of deposits covered by complementary insurance. The procedure of calculating insurance benefits and their payment shall be determined by the Fund Council and announced in “Valstybės žinios” (“Official Gazette”).

6. Following the payment by the Fund of insurance benefits to the depositors of the insured, the insured, by the direction of the Fund, must reduce liabilities to the depositors by the amounts specified by the Fund and increase liabilities to the Fund accordingly.

7. From the day on which an insurance benefit was paid to the depositor, he shall forfeit any right of claim to a sum of money in the amount of the insurance benefit from a bank or a credit union.

**Article 6. Restrictions on Insurance Compensations**

1. Insurance benefits shall not be paid in the following cases:

1) for deposits which have been declared by a court decision as acquired illegally;

2) deposits to which the rights of claim have been transferred under contracts following the day of the insurance event;

3) deposits of heads of the administration of a bank and a credit union, heads of the subsidiaries (branches) of a bank and a credit union, and of the members of the council (supervisory board) and of the board; deposits of individuals holding at least 5 per cent of the bank’s share capital; deposits of members of the auditing council (auditors), auditors of credit unions and individuals carrying out external audit of a bank or a credit union; deposits of individuals having over 50 per cent of the capital at enterprises holding at least 5 per cent of the bank’s share capital; deposits of children, spouses and parents of the individuals indicated herein;

4) deposits of a borrower of a bank or a credit union if they are not in excess of his liabilities (the outstanding loans and interest). If the deposit of a borrower of
a bank or a credit union is in excess of his liabilities (the outstanding loans and interest), the insured sum shall be calculated from the deposit less the liabilities, however, it may not be higher than established in Article 3, (7) of this Law;

5) deposits kept in anonymous and coded accounts;

6) deposits for which the insured has fixed the interest rate twice as high as the interest rate set for comparable deposits held with the same credit institution.

2. To the individuals with regard to the legality of acquisition of whose deposit funds an application has been filed with law enforcement or judicial institutions payment of insurance benefits shall be suspended by the Fund Council pending coming into effect of the appropriate decision.

**Article 7. Termination of Insurance**

1. The Fund Council shall terminate deposit insurance without a prior notice if the supervisory institution of the insured cancels the authorisation of the insured to accept deposits. The supervisory institution must notify the Fund Council about the cancellation of the authorisation to accept deposits on the day when the decision is taken.

2. If the insured violates the procedure of deposit insurance and/or if its activities threaten liquidity of the Fund, the Fund Council, at least twelve months in advance, shall give a notice to the insured about the imminent termination of deposit insurance. The Fund Council shall notify the supervisory institution of the insured about the warning to the insured. If the insured fails to eliminate the violations of the procedure of deposit insurance and/or if its activities do not improve, insurance of the deposits taken by the insured may be terminated by the decision of the Fund Council after consultation with the supervisory institution of the insured.

3. Termination of deposit insurance shall be announced by the Fund in the supplement “Informaciniai pranešimai” of “Valstybės žinios” (“Official Gazette”).

4. If an insurance event occurs for the insured for which deposit insurance has been terminated, the Fund shall pay insurance compensations for the deposits accepted before the announcement about the decision on the termination of insurance in the supplement “Informaciniai pranešimai” of “Valstybės žinios” (“Official Gazette”) and not repaid before the day of the insurance event.

**CHAPTER THREE**
DEPOSIT INSURANCE FUND

Article 8. Status of the Fund

1. The Fund shall be a state-owned enterprise established under the Law on Insurance of the Deposits of Individuals by the Government of the Republic of Lithuania, registered in the manner prescribed by the laws of the Republic of Lithuania, having legal personality, an independent balance sheet and accounts with the banks, its seal with the state emblem of Lithuania and its name - Valstybės įmonė Indėlių draudimo fondas (State Enterprise the Deposit Insurance Fund). Under the direction of the Government of the Republic of Lithuania, the functions of its founder shall be performed by the Ministry of Finance.

2. In its activities the Fund shall be governed by this Law, the Law on State and Municipal Enterprises and other legal acts unless this Law provides otherwise, as well as by its own Statutes.

Article 9. Statutes of the Fund

The Statutes of the Fund must specify the functions of the Fund, the rights and duties of its council and administration as well as other requirements set forth in Article 6 of the Law on State and Municipal Enterprises of the Republic of Lithuania. The Statutes of the Fund shall be approved by the Government of the Republic of Lithuania.

Article 10. Functions of the Fund

In implementing this law, the Fund shall:

1) accumulate, manage and dispose of the funds collected in the manner prescribed by this Law;

2) calculate and pay insurance benefits to the depositors of the insured;

3) assess the terms and conditions of deposit insurance(compensation) or other deposit guarantees provided by foreign states the banks whereof establish their branches in the Republic of Lithuania;

4) supervise whether banks and credit unions comply with the procedure of deposit insurance set forth in this Law;

5) assess its own risk;

6) perform other functions specified in this Law and the Statutes of the Fund.
Article 11. Activities of the Fund

The Fund shall provide insurance of deposits of its depositors, invest the resources of the Fund and carry out other activities provided for in the Statutes of the Fund.

Article 12. Rights of the Fund

The Fund shall have the following rights:

1) to have accounts with commercial banks and branches;
2) to conclude agreements and assume obligations;
3) to dispose of the Fund’s property in the manner prescribed by law and the Statutes of the Fund;
4) to terminate deposit insurance in the cases specified in Article 7 of this Law;
5) to verify calculation and payment of insurance premiums by the insured;
6) to obtain from the insured the information necessary for the performance of its functions;
7) to obtain from the supervisory authorities of the insured the following information: about the measures applied to the insured; about issue and cancellation of authorisations for commercial banks, credit unions, and branches to receive deposits; about licences granted to credit unions and authorisations granted to branches;
8) to take loans necessary for fulfilment of the Fund’s obligations;
9) to receive part of the assets of the bank or the credit union in liquidation which provided insurance coverage for the deposits of its depositors;
10) to engage in other activities provided for in the Statutes of the Fund.

Article 13. Management of the Fund

The Council and the Administration shall be the management bodies of the Fund.

1. The Council and the Administration shall be the management bodies of the

2. The Fund Council shall be made up of 5 members. They shall be appointed by the Government of the Republic of Lithuania. The Ministry of Finance shall nominate 3 candidates and the Bank of Lithuania - 2 candidates. With the approval of the Fund Council, one representative from an association of banks and one candidate from an association of credit unions may take part in the meetings
of the Fund Council with a deliberative vote. Members of the Fund Council shall not receive any remuneration.

3. The term of office of members of the Fund Council shall be 4 years; the number of terms shall not be limited. An institution which has nominated its candidate to the members of the Fund Council may recall him/her and nominate another candidate.

4. Only nationals of the Republic of Lithuania, permanently residing in the Republic of Lithuania, shall be eligible for membership of the Fund Council.

5. The activities of the Fund Council shall be directed by Chairman of the Council and during his absence - by Deputy Chairman. Chairman and Deputy Chairman shall be elected by the Fund Council from among its members.

6. The Fund Council shall:
   1) appoint and dismiss from office the head of the Fund Administration and the Chief Financier;
   2) submit proposals to the founder concerning amendments of the Statutes of the Fund;
   3) establish the procedure for calculation, payment of insurance premiums and its time limits, the amount of default interest for late payment of insurance premiums and the procedure of calculation and payment of default interest;
   4) establish the procedure of calculation and payment of insurance benefits;
   5) establish the procedure for investment of the resources of the Fund and the countries in which the resources of the Fund may be invested in the government and central bank securities;
   6) adopt decisions on the termination of deposit insurance;
   7) approve the annual financial statement;
   8) approve the estimate of income and expenditure of the Fund;
   9) establish the procedure for changing the rate of the insurance premium, adopt decisions on changing the rate of the insurance premium, determine the amount of a loan taken by the Fund for fulfilment of its obligations;
   10) determine what is a commercial secret of the Fund;
   11) examine applications of the insured and the depositors entitled to insurance benefits about the conduct of the administration;
   12) establish the procedure for complementary insurance of deposits held with the branches;
   13) approve the procedure for remuneration of and incentives for the Administration of the Fund and its employees, and the salary of the head of the
Administration of the Fund and its Chief Financier;

14) approve appropriation of the profit of the Fund;
15) submit to the founder the annual report about its activities and the activities of the Fund;
16) perform other functions provided for in this Law and the Statutes of the Fund.

7) The Administration of the Fund shall manage the Fund in the manner laid down in the Statutes of the Fund.
8) The activities of the Administration shall be directed by the head of the Administration who shall be answerable to the Council and the founder. The head of the Administration, in the manner prescribed by laws, shall conclude and terminate employment contracts with the employees of the Fund. He shall have the right to enter into contracts on behalf of the Fund, represent the Fund at state government and administration institutions, courts, and may have other rights provided for in its Statutes.

9) The head of the Administration and the employees, in the manner prescribed by laws of the Republic of Lithuania, must compensate to the Fund for the losses caused through their fault.

**Article 14. Confidentiality of the Commercial Secrets of the Fund**

1. The information which is a commercial secret of the Fund may be disclosed only to the institutions specified in laws and in the in the manner prescribed by laws.

2. For disclosure of information which is a commercial secret of the Fund members of the Fund Council and the employees of the Fund shall be held liable in the manner prescribed by law.

**Article 15. Capital of the Fund**

1. The capital of the Fund shall consist of the authorised capital and the reserve capital.

2. The authorised capital of the Fund shall be LTL 30, 276, 495.
3. If the assets of the Fund fall below its liabilities, the Fund shall not be held insolvent, and its authorised capital shall be restored up to the level established in paragraph 2 of this Article from the profit of the Fund.

4. The reserve capital shall be formed out of the profit of the Fund after covering the losses of the Fund and restoring the authorised capital of the Fund up to the level established in paragraph 2 of this Article.

5. The Fund must insure the fixed assets given in trust to him, in the manner stipulated by laws, for management, use and disposal, at an insurance company registered in the Republic of Lithuania.

Article 16. Revenue of the Fund

The revenue of the Fund shall be made up of:
1) insurance premiums;
2) default interest;
3) revenue from administration of the Fund: funds recovered, in the manner prescribed by laws, from a bank or a credit union in liquidation; income from investment of the Fund’s resources; income from other activities stipulated in the Statutes of the Fund.

Article 17. Expenses of the Fund

1. Expenses of the Fund shall consist of:
1) insurance benefits;
2) interest on loans taken by the Fund;
3) expenses of administration of the Fund: expenses of payment of insurance benefits; investment expenses; expenses of employment of the administration and employees of the Fund; other expenses arising from performance of the other functions provided for in the Statutes of the Fund.

Article 18. The Result of the Fund’s Financial Year

1. The result of the financial year shall be profit (loss) of the Fund. Appropriation of the Fund’s profit must be approved within 4 months from the end of the financial year.

2. The Fund’s profit may be used for the following:
1) to cover the losses of the Fund;
2) to restore the authorised capital of the Fund;
3) to accumulate the reserve capital;
3. The financial year of the Fund shall start on 1 January and end on 31 December.

**Article 19. Investment of the Fund’s Resources**
The resources of the Fund may be invested, in the manner determined by the Fund Council, into securities of the government and central banks of the countries established by the Fund Council.

**Article 20. Publication of Financial Statements**
The annual financial statement of the Fund must be made public, in the manner prescribed by the Statutes of the Fund, within 4 months from the end of the financial year. Before making it public, the financial statement must be subject to external audit.

**Article 21. Exemption of the Fund from Insurance of State Capital and Interest for the Use of Capital**
The Fund shall be exempt from insurance of state capital, with the exception of the case provided for in paragraph 5 of Article 15, and from payment of interest into the state budget for the use of state capital.

**Article 22. Winding up and Restructuring of the Fund**
The Fund shall be wound up or restructured by a special law of the Republic of Lithuania and in the manner prescribed by it.

**CHAPTER FOUR**
**FINAL PROVISION**

**Article 23. Entry into Force of the Law and Validity of Individual Provisions**
1. Article 3(4) of this Law shall enter into force after the Republic of Lithuania becomes a member of the European Union.

2. Part of the definition “an enterprise without legal personality” in paragraph Article 2(2) of this Law shall be valid until the day of entry into force of the Civil Code of the Republic of Lithuania (Žin., 2000, No.74-2262).

3. All the assets of the Fund accumulated in accordance with the Law on the Insurance of Deposits of Individuals shall be managed in accordance with this Law.
from its entry into force.

4 Before entry into force of this Law, insurance benefits calculated in accordance with the Law on the Insurance of Deposits of Individuals but not yet paid to the individuals shall not be recalculated under this Law and shall continue to be paid from the resources of the Fund.

5. Deposits kept in a commercial bank and/or a branch which became the insured pursuant to the Law on the Insurance of Deposits of Individuals shall be regarded as covered by insurance pursuant to this Law from the day of its entry into force.

**Article 24. Implementation of the Law**

1. Within 6 months after entry into force of this Law, the Government of the Republic of Lithuania shall amend the Statutes of the Fund and appoint members of the Fund Council. The members of the Fund Council who had been appointed in accordance with the Law on the Insurance of Deposits of Individuals shall continue to serve in their office until the Government of the Republic of Lithuania forms the Fund Council pursuant to this Law.

**Article 25. Invalidation of Laws**

1. From the day of entry into force of this Law the following laws shall become invalid:

   1) Law on the Insurance of Deposits of Individuals (Žin. 1996, No.1-1);
   2) Law on the Amendment of Articles 3, 5, and 6 of the Law on the Insurance of Deposits of Individuals (Žin., 1996, No. 14-354);
   3) Law on the Amendment of Articles 3, 4, and 6 of the Law on the Insurance of Deposits of Individuals (Žin., 1997, No. 66-1596);
   4) Law on the Amendment of Article 17 of the Law on the Insurance of Deposits of Individuals (Žin., No. 115-3247);
   5) Law on the Amendment of the Law on the Insurance of Deposits of Individuals (Žin., 1999, No. 65-2087);
   6) Law on the Amendment of Articles 2, 6, and 14 of the Law on the Insurance of Deposits of Individuals (Žin., 2000, No. 29-802);

*I promulgate this Law passed by the Seimas of the Republic of Lithuania.*

PRESIDENT OF THE REPUBLIC

VALDAS ADAMKUS

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APPENDIX 5

REPUBLIC OF LITHUANIA LAW
ON DEPOSITS INSURANCE
27 February 2001 No.IX-192
Vilnius

CHAPTER ONE
GENERAL PROVISIONS

Article 1. Purpose of the Law
This law shall lay down the procedure of insurance of deposits held with commercial banks established in the manner set forth in the laws of the Republic of Lithuania (hereinafter - commercial banks), branches of foreign banks established in the Republic of Lithuania (hereinafter - branches) and the Central Credit Union and credit unions (hereinafter - credit unions) and the level of compensation of these deposits.

Article 2. Definitions
8. The insured means a commercial bank, a foreign bank which has established a branch (hereinafter- banks) or a credit union which pay insurance premiums to a state enterprise - the Deposits Insurance Fund (hereinafter - the Fund) in the manner laid down in this Law.

9. Depositor means a natural or legal person, or an enterprise without legal personality, which hold deposits in commercial banks, branches and credit unions, with the exception of entities whose deposits may not be covered by insurance under Article 3(6)(1-5) of this Law. When a group of persons has the rights of claim to funds under contracts, each person of the group is regarded a depositor and the funds are divided in equal parts to each depositor unless the contracts under which the rights of claim arise or court decisions do provide otherwise.

10. Deposit means the sum of depositor’s funds held in a commercial bank, a branch or a credit union under a bank deposit and/or bank account contract and other funds to which a depositor has the right of claim arising from financial operations with deposits by a credit institution (with the exception of the rights of claim under deposit safe-keeping contracts).
11. **Insurance premium** means a premium paid by the insured in the manner prescribed by this Law.

12. **Insurance compensation** means a sum of money set forth in this Law to which the depositor is entitled when an insurance event happens.

13. **Insurance event** means institution of bankruptcy proceedings to a credit union or a bank or taking a decision to suspend the activities of a banking or any other credit institution when a credit union or a bank is unable to settle with creditors.

14. **Insurance sum** means the amount of the insured deposit.

**CHAPTER TWO**

**TERMS AND CONDITIONS OF DEPOSIT**

**INSURANCE**

**Article 3. Coverage and Insurance Sums**

9. Insurance coverage shall apply to Litas - denominated deposits and foreign currency - USD and national currency of the EU Member State (hereinafter - foreign currency) - denominated deposits of depositors.

10. The deposits indicated in paragraph 1 of this Article must be insured with the Fund by commercial banks, credit unions and foreign banks with offices established in the Republic of Lithuania in which deposits kept are not insured (compensated) or their security is not ensured in any other way under the legislation of a foreign state to the jurisdiction whereof belongs the bank which has an established branch.

11. If the deposits held with a branch are insured (compensated) or are protected in any other way in accordance with the legal acts of the relevant foreign state but where the Fund Council determines that that these conditions of insurance (compensation) or other protection are less favourable than those prescribed by this Law, the bank which has established the branch must provide additional insurance for the deposits held by depositors at the branch following the procedure prescribed by the Fund Council and announced in “Valstybės žinios” (“Official Gazette”). Only those deposits which, under the laws of a foreign state, have conditions of insurance (compensation) or other protection measures lower than those provided for in this Law shall be subject to complementary insurance. Deposits which, under the laws of a foreign state, are not covered by insurance (compensation) or protected otherwise must be insured in accordance with this Law.

12. Conditions of insurance (compensation) coverage or other protection
measures of deposits held at a branch may not be higher than those set forth in this Law.

13. Conditions of deposit insurance may not be an instrument of competition used in advertising.

14. Insurance coverage shall not apply to the following:

7) deposits of the Bank of Lithuania;
8) deposits of the Fund;
9) deposits of the institutions and agencies of public administration;
10) deposits of credit institutions;
11) deposits of pension funds, enterprises administering pension funds, investment companies, enterprises administering investment companies, brokerage firms, investment management and consultancy firms, also enterprises engaged in leasing, and deposits of insurance companies;
12) debt securities issued by the same insured and liabilities arising out of own acceptances and promissory notes.

15. The insured sum shall be equal to the depositor’s deposit kept at a commercial bank, a branch or a credit union on the day of insurance occurrence but it may not be in excess of:

5) LTL 45,000 - from the day of entry of this Law into force;
6) LTL 50,000 - from 1 January 2004;
7) LTL 60,000 - from 1 January 2007;
8) EU 20,000 - from 1 January 2010.

16. The insured sum of the deposit covered by a complementary insurance shall be equal to the difference between the deposit and the amount payable to a depositor under the legal acts of a foreign state.

**Article 4. Insurance Premium**

8. The insurance premium shall be calculated from the sum of the Litas-denominated and/or foreign currency - denominated balance of money on depositors’ accounts opened under bank deposit and/or bank account agreements at credit unions, commercial banks and branches where the deposits are not compensated or protected otherwise under legal acts of the state to the jurisdiction whereof belongs the commercial bank which has established the branch. When providing complementary insurance pursuant to the case provided for in Article (3), the insurance premium shall be calculated
from the sum which amounts to the difference between the funds on accounts of deposits subject to complementary insurance opened under bank deposit and/or bank account agreements, and benefits payable to depositors under the legal acts of a foreign state.

9. The annual rate of an insurance premium, with the exception of the case indicated in paragraph 3 of this Article shall be as follows:

3) 0.45 per cent for commercial banks and branches;

4) 0.2 per cent for credit unions.

10. The Fund Council shall have the right to change the rate of the insurance premium in the following cases:

3) when the ratio of the Fund’s capital and total deposits covered by insurance becomes higher than 3 per cent but does not exceed 4 per cent. In this case the annual rate of the insurance premium for the insured specified in paragraph 2(1) of this Article must not be lower than 0.045 per cent, and for the insured specified in paragraph 2(2), of this Article - not lower than 0.025;

4) when the ratio between the Fund’s capital and total deposits covered by insurance becomes higher than 4 per cent. In this case the rate of the insurance premium for the insured indicated in paragraph 2(1) of this Article must not be lower than 0.001 per cent, and for the insured indicated in paragraph 2, (2) of this Article - not lower than 0.0005 per cent.

11. Commercial banks authorised to accept deposits, and foreign banks which have established branches authorised to receive deposits in cases specified in Article 3(2) shall pay to the account of the Fund the first (advance) premium in the amount of LTL 5,000. Credit unions authorised to receive deposits, and newly established credit unions authorised to receive deposits shall pay to the account of the Fund the first (advance) insurance premium in the amount of LTL 500 in the manner prescribed by the Fund Council. Other insurance premiums shall be calculated by the insured in accordance with the provisions of paragraphs 1 and 2 of this Article, and shall pay them to the account of the Fund each month.

12. The procedure of calculation of an insurance premium, its payment and time limits as well as the procedure of changing the rate of an insurance premium and revision of the procedure shall be determined by the Fund Council and announced in the “Valstybės žinios” (Official Gazette).

13. If the insured fails to pay an insurance premium or a part thereof to the account of the Fund within the time limit prescribed by the Fund Council, a default interest shall be
charged for each overdue day. The rate of the default interest shall be determined by the Fund Council with account of the average interest rate of the preceding calendar quarter payable on the bonds of the Government in LTL with maturities up to one year. Default interest shall be calculated and paid according to the procedure of calculation of default interest for failure to pay an insurance premium when due and its payment approved by the Fund Council. If the insured fails to pay insurance premiums, the sum due and the default interest shall be recovered from him in the manner prescribed by the laws of the Republic of Lithuania.

14. From the day when an insurance event takes place for the insured or when the Fund Council terminates insurance of the deposits of the insured, premiums shall cease to be paid. In this case the part of an insurance premium not paid to the Fund prior to the day of an insurance event or termination of insurance shall be regarded as a debt of the insured to the Fund, and default interest established in paragraph 6 of this Article shall not be calculated.

Article 5. Insurance Compensation

1. A depositor shall become entitled to an insurance compensation from the day of occurrence of the insurance event. Amounts of insurance benefits to depositors shall be as follows:

6) 100 per cent of the deposit up to LTL 10,000 - from the day of entry of this Law into force up to 31 December 2009;

7) 90 per cent of the deposit from LTL 10,000 up to LTL 45,000 - from entry of this Law into force to 31 December 2003;

8) 90 per cent of the deposit from LTL 10,000 up to LTL 50,000 - from 1 January 2004 to 31 December 2006;

9) 90 per cent of the deposit from LTL 10,000 up to LTL 60,000 - from 1 January 2007 to 31 December 2009;

10) from 1 January 2010:

   a) 100 per cent of the deposit up to the amount in Litas corresponding to EUR 2,500;

   b) 90 per cent of the deposit from the amount in Litas corresponding to EUR 2,500 up to the amount in Litas corresponding to EUR 20,000.

8. Insurance benefits for deposits in foreign currency shall be calculated in accordance with the exchange rate of Litas and foreign currency determined by the Bank of Lithuania on the day of the insurance event.

9. Insurance benefits shall be paid out in Litas within three months from the occurrence of the insurance event. The Fund Council may extend the time limit for
not more than twice and each time - for a period not longer than three months. The depositor’s right to receive an insurance benefit shall be valid for not longer than 5 years from the day of the insurance event. Insurance benefits shall be paid to depositors without any restrictions except in the cases specified in Article 6 of this Law.

10. The insurance benefit for the depositors of the insured shall be calculated and paid by the Fund on the basis of the information held by the insured on the day of the insurance event about the depositors, their deposits and about the amounts of deposits covered by complementary insurance. The procedure of calculating insurance benefits and their payment shall be determined by the Fund Council and announced in “Valstybės žinios” (“Official Gazette”).

11. Following the payment by the Fund of insurance benefits to the depositors of the insured, the insured, by the direction of the Fund, must reduce liabilities to the depositors by the amounts specified by the Fund and increase liabilities to the Fund accordingly.

12. From the day on which an insurance benefit was paid to the depositor, he shall forfeit any right of claim to a sum of money in the amount of the insurance benefit from a bank or a credit union.

**Article 6. Restrictions on Insurance Compensations**

3. Insurance benefits shall not be paid in the following cases:

7) for deposits which have been declared by a court decision as acquired illegally;

8) deposits to which the rights of claim have been transferred under contracts following the day of the insurance event;

9) deposits of heads of the administration of a bank and a credit union, heads of the subsidiaries (branches) of a bank and a credit union, and of the members of the council (supervisory board) and of the board; deposits of individuals holding at least 5 per cent of the bank’s share capital; deposits of members of the auditing council (auditors), auditors of credit unions and individuals carrying out external audit of a bank or a credit union; deposits of individuals having over 50 per cent of the capital at enterprises holding at least 5 per cent of the bank’s share capital; deposits of children, spouses and parents of the individuals indicated herein;

10) deposits of a borrower of a bank or a credit union if they are not in excess of his liabilities (the outstanding loans and interest). If the deposit of a borrower of
a bank or a credit union is in excess of his liabilities (the outstanding loans and interest), the insured sum shall be calculated from the deposit less the liabilities, however, it may not be higher than established in Article 3, (7) of this Law;

11) deposits kept in anonymous and coded accounts;

12) deposits for which the insured has fixed the interest rate twice as high as the interest rate set for comparable deposits held with the same credit institution.

4. To the individuals with regard to the legality of acquisition of whose deposit funds an application has been filed with law enforcement or judicial institutions payment of insurance benefits shall be suspended by the Fund Council pending coming into effect of the appropriate decision.

Article 7. Termination of Insurance

5. The Fund Council shall terminate deposit insurance without a prior notice if the supervisory institution of the insured cancels the authorisation of the insured to accept deposits. The supervisory institution must notify the Fund Council about the cancellation of the authorisation to accept deposits on the day when the decision is taken.

6. If the insured violates the procedure of deposit insurance and/or if its activities threaten liquidity of the Fund, the Fund Council, at least twelve months in advance, shall give a notice to the insured about the imminent termination of deposit insurance. The Fund Council shall notify the supervisory institution of the insured about the warning to the insured. If the insured fails to eliminate the violations of the procedure of deposit insurance and/or if its activities do not improve, insurance of the deposits taken by the insured may be terminated by the decision of the Fund Council after consultation with the supervisory institution of the insured.

7. Termination of deposit insurance shall be announced by the Fund in the supplement “Informaciniai pranešimai” of “Valstybės žinios” (“Official Gazette”).

8. If an insurance event occurs for the insured for which deposit insurance has been terminated, the Fund shall pay insurance compensations for the deposits accepted before the announcement about the decision on the termination of insurance in the supplement “Informaciniai pranešimai” of “Valstybės žinios” (“Official Gazette”) and not repaid before the day of the insurance event.
DEPOSIT INSURANCE FUND

Article 8. Status of the Fund

3. The Fund shall be a state-owned enterprise established under the Law on Insurance of the Deposits of Individuals by the Government of the Republic of Lithuania, registered in the manner prescribed by the laws of the Republic of Lithuania, having legal personality, an independent balance sheet and accounts with the banks, its seal with the state emblem of Lithuania and its name - Valstybės įmonė Indėlių draudimo fondas (State Enterprise the Deposit Insurance Fund). Under the direction of the Government of the Republic of Lithuania, the functions of its founder shall be performed by the Ministry of Finance.

4. In its activities the Fund shall be governed by this Law, the Law on State and Municipal Enterprises and other legal acts unless this Law provides otherwise, as well as by its own Statutes.

Article 9. Statutes of the Fund

The Statutes of the Fund must specify the functions of the Fund, the rights and duties of its council and administration as well as other requirements set forth in Article 6 of the Law on State and Municipal Enterprises of the Republic of Lithuania. The Statutes of the Fund shall be approved by the Government of the Republic of Lithuania.

Article 10. Functions of the Fund

In implementing this law, the Fund shall:

7) accumulate, manage and dispose of the funds collected in the manner prescribed by this Law;

8) calculate and pay insurance benefits to the depositors of the insured;

9) assess the terms and conditions of deposit insurance(compensation) or other deposit guarantees provided by foreign states the banks whereof establish their branches in the Republic of Lithuania;

10) supervise whether banks and credit unions comply with the procedure of deposit insurance set forth in this Law;

11) assess its own risk;

12) perform other functions specified in this Law and the Statutes of the Fund.
**Article 11. Activities of the Fund**

The Fund shall provide insurance of deposits of its depositors, invest the resources of the Fund and carry out other activities provided for in the Statutes of the Fund.

**Article 12. Rights of the Fund**

The Fund shall have the following rights:

11) to have accounts with commercial banks and branches;
12) to conclude agreements and assume obligations;
13) to dispose of the Fund’s property in the manner prescribed by law and the Statutes of the Fund;
14) to terminate deposit insurance in the cases specified in Article 7 of this Law;
15) to verify calculation and payment of insurance premiums by the insured;
16) to obtain from the insured the information necessary for the performance of its functions;
17) to obtain from the supervisory authorities of the insured the following information: about the measures applied to the insured; about issue and cancellation of authorisations for commercial banks, credit unions, and branches to receive deposits; about licences granted to credit unions and authorisations granted to branches;
18) to take loans necessary for fulfilment of the Fund’s obligations;
19) to receive part of the assets of the bank or the credit union in liquidation which provided insurance coverage for the deposits of its depositors;
20) to engage in other activities provided for in the Statutes of the Fund.

**Article 13. Management of the Fund**

7. The Council and the Administration shall be the management bodies of the

8. The Fund Council shall be made up of 5 members. They shall be appointed by the Government of the Republic of Lithuania. The Ministry of Finance shall nominate 3 candidates and the Bank of Lithuania - 2 candidates. With the approval of the Fund Council, one representative from an association of banks and one candidate from an association of credit unions may take part in the meetings.
of the Fund Council with a deliberative vote. Members of the Fund Council shall not receive any remuneration.

9. The term of office of members of the Fund Council shall be 4 years; the number of terms shall not be limited. An institution which has nominated its candidate to the members of the Fund Council may recall him/her and nominate another candidate.


11. The activities of the Fund Council shall be directed by Chairman of the Council and during his absence - by Deputy Chairman. Chairman and Deputy Chairman shall be elected by the Fund Council from among its members.

12. The Fund Council shall:

17) appoint and dismiss from office the head of the Fund Administration and the Chief Financier;

18) submit proposals to the founder concerning amendments of the Statutes of the Fund;

19) establish the procedure for calculation, payment of insurance premiums and its time limits, the amount of default interest for late payment of insurance premiums and the procedure of calculation and payment of default interest;

20) establish the procedure of calculation and payment of insurance benefits;

21) establish the procedure for investment of the resources of the Fund and the countries in which the resources of the Fund may be invested in the government and central bank securities;

22) adopt decisions on the termination of deposit insurance;

23) approve the annual financial statement;

24) approve the estimate of income and expenditure of the Fund;

25) establish the procedure for changing the rate of the insurance premium, adopt decisions on changing the rate of the insurance premium, determine the amount of a loan taken by the Fund for fulfilment of its obligations;

26) determine what is a commercial secret of the Fund;

27) examine applications of the insured and the depositors entitled to insurance benefits about the conduct of the administration;

28) establish the procedure for complementary insurance of deposits held with the branches;

29) approve the procedure for remuneration of and incentives for the Administration of the Fund and its employees, and the salary of the head of the
Administration of the Fund and its Chief Financier;

30) approve appropriation of the profit of the Fund;

31) submit to the founder the annual report about its activities and the activities of the Fund;

32) perform other functions provided for in this Law and the Statutes of the Fund.

10) The Administration of the Fund shall manage the Fund in the manner laid down in the Statutes of the Fund.

11) The activities of the Administration shall be directed by the head of the Administration who shall be answerable to the Council and the founder. The head of the Administration, in the manner prescribed by laws, shall conclude and terminate employment contracts with the employees of the Fund. He shall have the right to enter into contracts on behalf of the Fund, represent the Fund at state government and administration institutions, courts, and may have other rights provided for in its Statutes.

12) The head of the Administration and the employees, in the manner prescribed by laws of the Republic of Lithuania, must compensate to the Fund for the losses caused through their fault.

**Article 14. Confidentiality of the Commercial Secrets of the Fund**

3. The information which is a commercial secret of the Fund may be disclosed only to the institutions specified in laws and in the in the manner prescribed by laws.

4. For disclosure of information which is a commercial secret of the Fund members of the Fund Council and the employees of the Fund shall be held liable in the manner prescribed by law.

**Article 15. Capital of the Fund**

6. The capital of the Fund shall consist of the authorised capital and the reserve capital.

7. The authorised capital of the Fund shall be LTL 30, 276, 495.
8. If the assets of the Fund fall below its liabilities, the Fund shall not be held insolvent, and its authorised capital shall be restored up to the level established in paragraph 2 of this Article from the profit of the Fund.

9. The reserve capital shall be formed out of the profit of the Fund after covering the losses of the Fund and restoring the authorised capital of the Fund up to the level established in paragraph 2 of this Article.

10. The Fund must insure the fixed assets given in trust to him, in the manner stipulated by laws, for management, use and disposal, at an insurance company registered in the Republic of Lithuania.

**Article 16. Revenue of the Fund**

The revenue of the Fund shall be made up of:

4) insurance premiums;

5) default interest;

6) revenue from administration of the Fund: funds recovered, in the manner prescribed by laws, from a bank or a credit union in liquidation; income from investment of the Fund’s resources; income from other activities stipulated in the Statutes of the Fund.

**Article 17. Expenses of the Fund**

1. Expenses of the Fund shall consist of:

4) insurance benefits;

5) interest on loans taken by the Fund;

6) expenses of administration of the Fund: expenses of payment of insurance benefits; investment expenses; expenses of employment of the administration and employees of the Fund; other expenses arising from performance of the other functions provided for in the Statutes of the Fund.

**Article 18. The Result of the Fund’s Financial Year**

4. The result of the financial year shall be profit (loss) of the Fund. Appropriation of the Fund’s profit must be approved within 4 months from the end of the financial year.

5. The Fund’s profit may be used for the following:

4) to cover the losses of the Fund;
5) to restore the authorised capital of the Fund;
6) to accumulate the reserve capital;
6. The financial year of the Fund shall start on 1 January and end on 31 December.

Article 19. Investment of the Fund’s Resources
The resources of the Fund may be invested, in the manner determined by the Fund Council, into securities of the government and central banks of the countries established by the Fund Council.

Article 20. Publication of Financial Statements
The annual financial statement of the Fund must be made public, in the manner prescribed by the Statutes of the Fund, within 4 months from the end of the financial year. Before making it public, the financial statement must be subject to external audit.

Article 21. Exemption of the Fund from Insurance of State Capital and Interest for the Use of Capital
The Fund shall be exempt from insurance of state capital, with the exception of the case provided for in paragraph 5 of Article 15, and from payment of interest into the state budget for the use of state capital.

Article 22. Winding up and Restructuring of the Fund
The Fund shall be wound up or restructured by a special law of the Republic of Lithuania and in the manner prescribed by it.

CHAPTER FOUR
FINAL PROVISION

4. Article 3(4) of this Law shall enter into force after the Republic of Lithuania becomes a member of the European Union.
5. Part of the definition “an enterprise without legal personality” in paragraph Article 2(2) of this Law shall be valid until the day of entry into force of the Civil Code of the Republic of Lithuania (Žin., 2000, No.74-2262).
6. All the assets of the Fund accumulated in accordance with the Law on the Insurance of Deposits of Individuals shall be managed in accordance with this Law.
from its entry into force.
4 Before entry into force of this Law, insurance benefits calculated in accordance with the Law on the Insurance of Deposits of Individuals but not yet paid to the individuals shall not be recalculated under this Law and shall continue to be paid from the resources of the Fund.
5. Deposits kept in a commercial bank and/or a branch which became the insured pursuant to the Law on the Insurance of Deposits of Individuals shall be regarded as covered by insurance pursuant to this Law from the day of its entry into force.

Article 24. Implementation of the Law
1. Within 6 months after entry into force of this Law, the Government of the Republic of Lithuania shall amend the Statutes of the Fund and appoint members of the Fund Council. The members of the Fund Council who had been appointed in accordance with the Law on the Insurance of Deposits of Individuals shall continue to serve in their office until the Government of the Republic of Lithuania forms the Fund Council pursuant to this Law.

Article 25. Invalidation of Laws
1. From the day of entry into force of this Law the following laws shall become invalid:
   8) Law on the Insurance of Deposits of Individuals (Žin. 1996, No.1-1);
   9) Law on the Amendment of Articles 3, 5, and 6 of the Law on the Insurance of Deposits of Individuals (Žin., 1996, No. 14-354);
   10) Law on the Amendment of Articles 3, 4, and 6 of the Law on the Insurance of Deposits of Individuals (Žin., 1997, No. 66-1596);
   11) Law on the Amendment of Article 17 of the Law on the Insurance of Deposits of Individuals (Žin., No. 115-3247);
   12) Law on the Amendment of the Law on the Insurance of Deposits of Individuals (Žin., 1999, No. 65-2087);
   13) Law on the Amendment of Articles 2, 6, and 14 of the Law on the Insurance of Deposits of Individuals (Žin., 2000, No. 29-802);

I promulgate this Law passed by the Seimas of the Republic of Lithuania.

PRESIDENT OF THE REPUBLIC

VALDAS ADAMKUS