

Annex 12: Border Crossing and Transit Facilities and Services

To the Agreement between and among the Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People
(hereinafter referred to as "the Annex")

The Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam (hereinafter referred to as "the Contracting Parties"),

Referring to the Agreement between and among the Governments of the Lao People's Democratic Republic, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People, originally signed on 26 November 1999 at Vientiane, amended at Yangon on 29 November 2001, acceded to by the Kingdom of Cambodia at Yangon on 29 November 2001, acceded to by the People's Republic of China on 3 November 2002 at Phnom Penh, and acceded to by the Union of Myanmar on 19 September 2003 at Dali City (hereinafter referred to as "the Agreement"),

Referring to Articles 3(b) and (n) of the Agreement to the effect that Annexes and Protocols contain technical details or time- and/or site-specific variable elements and that they form an integral part of the Agreement and are equally binding,

Referring to Article 36 of the Agreement, as amended, per which the Agreement may be signed and ratified or accepted and enter into force separately from the Annexes and Protocols,

Referring to the Ninth GMS Ministerial Conference held in Manila in January 2000, the Seventh Meeting of the Subregional Transport Forum held in Ho Chi Minh City in August 2002, and the 11th GMS Ministerial Conference held in Phnom Penh in September 2002, where the Governments agreed to a work program to finalize the Agreement and its Annexes and Protocols by 2005, and

Referring to Article 27 of the Agreement, calling for this Annex to provide technical details,

HAVE AGREED AS FOLLOWS:

Article 1: Availability of Required Services, Facilities, and Personnel

The Contracting Parties will see to it that the required services, facilities, and personnel for a smooth border crossing are available in the border crossings mentioned in Protocol 1 of the Agreement.

Article 2: Vehicles

The Contracting Parties will make the following minimum services, facilities, and personnel available for vehicles: vehicle repair and maintenance services, a fuel station, a parking lot on hard surface and facilities for vehicle disinfection.

Article 3: Cargo

The Contracting Parties will make the following minimum services, facilities, and personnel available for cargoes: hard surfaced areas and covered shelters from the weather condition for loading and unloading, transshipment, and inspections of the cargo; warehousing facilities; storage room (including refrigerated space) and a container depot (among other things, for storing the cargo pending the disclosure of results of sanitary or veterinary inspection or for quarantine purposes) to assure the safe storage of the merchandise without risk of damage, decay, or loss; customs warehouses; plant quarantine and disinfection facilities; and staging points, allowing to rest, feed, and water and if required unload and accommodate consignments of live animals and facilities for live animals isolation.

Article 4: Crew and Passengers

The Contracting Parties will make the following minimum services, facilities, and personnel available for crew and passengers: a facility for the purpose of searching travelers, rest areas, sanitary equipment (toilets), and medical first aid.

Article 5: Miscellaneous Services, Facilities, and Equipment

The Contracting Parties will make the following minimum services, facilities, and personnel available: a communication center with mail and telecommunication (telephone, telex, fax, internet); a travel information center; a bank and currency exchange office; police forces among other things to assure the safety and security of foreign drivers, passengers, vehicles, and cargoes when parked or stopped at the border crossing point or terminals, vehicle weighing stations, parking lots, or depots designated by the Host Country; and qualified personnel (among other things, with English-language proficiency).

Article 6: Road and Border Crossing Infrastructure

The Contracting Parties will make arrangements for dual channel border crossing so as to allow priority border clearance of transport operations. Where required, the Contracting Parties will also build a traffic change-over lane.

Article 7: Future Equipment

The Contracting Parties will endeavor to keep up with technological developments and to implement at their earliest convenience modern and advanced border crossing techniques such as: machine reading of passports, X-ray machine for goods and container inspection, automatic vehicle identification (license plate readers), and bar code readers for other documents.

Article 8: Amendment

Any Contracting Party may propose amendments to the Annex via the Joint Committee. Such amendments shall be subject to the unanimous consent of the Contracting Parties.

Article 9: Ratification or Acceptance

The Annex is subject to ratification or acceptance of the Governments of the Contracting Parties. The same applies to an amendment to the Annex, if any.

Article 10: Entry into Force

The Annex will enter into force on the day that at least two Contracting Parties have ratified or accepted it, and will become effective only among the Contracting Parties that have ratified or accepted it. The same applies to an amendment to the Annex, if any.

Article 11: Conforming National Law

Where necessary, the Contracting Parties undertake to conform their relevant national legislation with the contents of the Annex.

Article 12: Reservations

No reservation to the Annex shall be permitted.

Article 13: Suspension of the Annex

Each Contracting Party may temporarily suspend wholly or partly the application of the Annex with immediate effect in the case of emergencies affecting its national safety. The Contracting Party will inform the other Contracting Parties as soon as possible of such suspension, which will end as soon as the situation returns to normal.

Article 14: Relationship with the Agreement

As a measure to implement the principles laid down in the Agreement, the Annex cannot depart from or be contrary to these principles. In case of incompatibility between the Annex and the Agreement, the latter shall prevail. In case of incompatibility between the Annex and another annex or protocol, such incompatibility shall be interpreted in light of the Agreement.

Article 15: Dispute Settlement

Any dispute between or among two or more Contracting Parties on the interpretation or application of the Annex shall be settled directly or by amicable negotiation in the Joint Committee.

Article 16: Denunciation

Once entered into force, the Annex cannot be denounced separately from the Agreement.

In witness whereof, the undersigned, being duly authorized, have signed this Annex.

Done at Phnom Penh on 30 April 2004 in six originals in the English language.

Signed:

For the Royal Government of Cambodia

(Signed) His Excellency Tram Iv Tek
Secretary of State, Ministry of Public Works and Transport

For the Government of the People's Republic of China

(Signed) His Excellency Hu Xijie
Vice Minister of Communications

For the Government of the Lao People's Democratic Republic

(Signed) His Excellency Sommad Pholsena
Vice Minister of Communication, Transport, Post and Construction

For the Government of the Union of Myanmar

(Signed) His Excellency Thura Thaung Lwin
Deputy Minister of Rail Transportation

For the Government of the Kingdom of Thailand

(Signed) His Excellency Nikorn Chamnong
Deputy Minister of Transport

For the Government of the Socialist Republic of Viet Nam

(Signed) His Excellency Pham The Minh
Vice Minister of Transport

Annex 13a: Multimodal Carrier Liability Regime

To the Agreement between and among the Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People
(hereinafter referred to as "the Annex")

The Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam (hereinafter referred to as "the Contracting Parties"),

Referring to the Agreement between and among the Governments of the Lao People's Democratic Republic, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People, originally signed on 26 November 1999 at Vientiane, amended at Yangon on 29 November 2001, acceded to by the Kingdom of Cambodia at Yangon on 29 November 2001, acceded to by the People's Republic of China on 3 November 2002 at Phnom Penh, and acceded to by the Union of Myanmar on 19 September 2003 at Dali City (hereinafter referred to as "the Agreement"),

Referring to Articles 3(b) and (n) of the Agreement to the effect that Annexes and Protocols contain technical details or time- and/or site-specific variable elements and that they form an integral part of the Agreement and are equally binding,

Referring to Article 36 of the Agreement, as amended, per which the Agreement may be signed and ratified or accepted and enter into force separately from the Annexes and Protocols,

Referring to the Ninth GMS Ministerial Conference held in Manila in January 2000, the Seventh Meeting of the Subregional Transport Forum held in Ho Chi Minh City in August 2002, and the 11th GMS Ministerial Conference held in Phnom Penh in September 2002, where the Governments agreed to a work program to finalize the Agreement and its Annexes and Protocols by 2005, and

Referring to Article 34 (a) of the Agreement, calling for this Annex to provide technical details,

HAVE AGREED AS FOLLOWS:

Article 1: Multimodal Carrier Liability Regime

The Multimodal Carrier Liability Regime shall be as prescribed in the attachment to this Annex, "Multimodal Transport Liability Regime".

Article 2: Amendment

Any Contracting Party may propose amendments to the Annex via the Joint Committee. Such amendments shall be subject to the unanimous consent of the Contracting Parties.

Article 3: Ratification or Acceptance

The Annex is subject to ratification or acceptance of the Governments of the Contracting Parties. The same applies to an amendment to the Annex, if any.

Article 4: Entry into Force

The Annex will enter into force on the day that at least two Contracting Parties have ratified or accepted it, and will become effective only among the Contracting Parties that have ratified or accepted it. The same applies to an amendment to the Annex, if any.

Article 5: Conforming National Law

Where necessary, the Contracting Parties undertake to conform their relevant national legislation with the contents of the Annex.

Article 6: Reservations

No reservation to the Annex shall be permitted.

Article 7: Suspension of the Annex

Each Contracting Party may temporarily suspend wholly or partly the application of the Annex with immediate effect in the case of emergencies affecting its national safety. The Contracting Party will inform the other Contracting Parties as soon as possible of such suspension, which will end as soon as the situation returns to normal.

Article 8: Relationship with the Agreement

As a measure to implement the principles laid down in the Agreement, the Annex cannot depart from or be contrary to these principles. In case of incompatibility between the Annex and the Agreement, the latter shall prevail. In case of incompatibility between the Annex and another annex or protocol, such incompatibility shall be interpreted in light of the Agreement.

Article 9: Relationship of the Attachment to the Annex

The attachment shall form an integral part of the Annex and shall be equally binding.

Article 10: Dispute Settlement

Any dispute between or among two or more Contracting Parties on the interpretation or application of the Annex shall be settled directly or by amicable negotiation in the Joint Committee.

Article 11: Denunciation

Once entered into force, the Annex cannot be denounced separately from the Agreement.

Annex 13a Attachment: Multimodal Transport Liability Regime

In witness whereof, the undersigned, being duly authorized, have signed this Annex.

Done at Phnom Penh on 30 April 2004 in six originals in the English language.

Signed:

For the Royal Government of Cambodia

(Signed) His Excellency Tram Iv Tek
Secretary of State, Ministry of Public Works and Transport

For the Government of the People's Republic of China

(Signed) His Excellency Hu Xijie
Vice Minister of Communications

For the Government of the Lao People's Democratic Republic

(Signed) His Excellency Sommad Pholsena
Vice Minister of Communication, Transport, Post and Construction

For the Government of the Union of Myanmar

(Signed) His Excellency Thura Thaug Lwin
Deputy Minister of Rail Transportation

For the Government of the Kingdom of Thailand

(Signed) His Excellency Nikorn Chamnong
Deputy Minister of Transport

For the Government of the Socialist Republic of Viet Nam

(Signed) His Excellency Pham The Minh
Vice Minister of Transport

Annex 13a Attachment: Multimodal Transport Liability Regime

CHAPTER I DEFINITIONS

Article 1

For the purposes of this Attachment:

“Carrier” means the person who performs or undertakes to perform the carriage, or part thereof, whether he is identical with the multimodal transport operator or not.

“Consignee” means the person entitled to receive the goods from the multimodal transport operator.

“Consignor” means the person who concludes the multimodal transport contract with the multimodal transport operator.

“Deliver”, “Delivered”, or “Delivery” means

- (a) The handing over of the goods to the consignee, or
- (b) The placing of the goods at the disposal of the consignee in accordance with the multimodal transport contract or with the law or usage of the particular trade applicable at the place of delivery, or
- (c) The handing over of the goods to an authority or other third party to whom, pursuant to the law or regulations applicable at the place of delivery, the goods must be handed over.

“Goods” means any property, as well as containers, pallets, or similar articles of transport or packaging not supplied by the multimodal transport operator, irrespective of whether such property is to be or is carried on or under deck.

“In writing” includes telegram, telex, fax, or any other means which prints, records, repeats, or transmits messages by mechanical, electronic, or any other kind of instrument or apparatus intended for such purposes.

“International multimodal transport” means the carriage of goods by at least two different modes of transport on the basis of a multimodal transport contract from a place in one country at which the goods are taken in charge by the multimodal transport operator to a place designated for delivery situated in a different country. The operations of pick-up and delivery of goods carried out in the performance of a unimodal transport contract, as defined in such contract, shall not be considered as international multimodal transport.

“Mandatory law” means any law or international convention forming part of the national law relating to the carriage of goods, the provisions of which cannot be departed from by contractual stipulations detrimental to the consignor or consignee.

“Multimodal transport contract” means a contract whereby a multimodal transport operator undertakes, against payment of freight, to perform or to procure the performance of international multimodal transport.

“Multimodal transport document” means a document which evidences a multimodal transport contract, the taking in charge of the goods by the multimodal transport operator, and an undertaking by him to deliver the goods in accordance with the terms of that contract.

“Multimodal transport operator” means any person who, on his own behalf or through another person acting on his behalf, concludes a multimodal transport contract and who acts as a principal, not as an agent of or on behalf of the consignor or of the carriers participating in the multimodal transport operations, and who assumes responsibility for the performance of the contract.

“Special drawing right (SDR)” means the unit of account as defined by the International Monetary Fund.

“Taken in charge”, “Taken the goods in his charge”, or “Taking in charge” means that the goods have been handed over to and accepted for carriage by the multimodal transport operator.

CHAPTER II SCOPE OF APPLICATION

Article 2

This Attachment shall apply to:

- (a) All contracts of multimodal transport, if:
 - (i) The place for the taking in charge of the goods by the multimodal transport operator as provided for in the multimodal transport contract is located in a Contracting Party, or
 - (ii) The place for delivery of the goods by the multimodal transport operator as provided for in the multimodal transport contract is located in a Contracting Party.

Article 3

Whenever in this Attachment and in the rules adopted for the purpose of its implementation, any of the following terms is utilized for its application: “Multimodal Transport”, “Multimodal Transport Operator”, “Multimodal Transport Contract”, or “Multimodal Transport Document”, it shall be understood as being “International” in nature.

CHAPTER III MULTIMODAL TRANSPORT DOCUMENT

Article 4

1. When the goods are taken in charge by the multimodal transport operator, he shall issue a multimodal transport document which, at the option of the consignor, shall be in either negotiable or non-negotiable form.

2. The multimodal transport document shall be signed by the multimodal transport operator or by a person having authority from him.
3. The signature on the multimodal transport document may be in the form of handwriting, print, perforated, stamped, symbols, or in any other mechanical, or electronic forms, not inconsistent with the laws of the country where the multimodal transport document is issued.

Article 5

1. The multimodal transport document shall contain the following particulars:
 - (a) The general nature of the goods; the marks necessary for the identification of the goods; and express statement, if applicable, as to the dangerous or perishable character of the goods; the number of packages or pieces; and the gross weight of the goods or their quantity otherwise expressed, all such particulars as furnished by the consignor;
 - (b) The apparent condition of the goods;
 - (c) The name and principal place of business of the multimodal transport operator;
 - (d) The name of the consignor;
 - (e) The consignee, if named by the consignor;
 - (f) The place and date of taking in charge of the goods by the multimodal transport operator;
 - (g) The place of delivery of the goods;
 - (h) The date or the period of delivery of the goods at the place of delivery, if expressly agreed upon between the parties;
 - (i) A statement indicating whether the multimodal transport document is negotiable or non-negotiable;
 - (j) The place and date of issue of the multimodal transport document;
 - (k) The signature of the multimodal transport operator or of a person having authority from him;
 - (l) The freight for each mode of transport, if expressly agreed between the parties, or the freight, including its currency, to the extent payable by the consignee, or other indication that freight is payable by him;
 - (m) The intended journey route, modes of transport, and places of transshipment if known at the time the multimodal transport document is issued;
 - (n) Any other particulars which the parties may agree to insert in the multimodal transport document, if not inconsistent with the law of the country where the document is issued.
2. The absence from the multimodal transport document of one or more of the particulars referred to in paragraph 1 of this Article shall not affect the legal character of the document as a multimodal transport document.

Article 6

1. The multimodal transport document shall be *prima facie* evidence of the taking in charge by the multimodal transport operator of the goods as described in that document unless a contrary indication, such as “shipper’s weight, load and count”, “shipper-packed

container”, or a similar expression, has been made in the printed text or superimposed on the document.

2. Proof to the contrary shall not be admissible when the multimodal transport document has been transferred, or the equivalent electronic data interchange message has been transmitted to and acknowledged by the consignee, who in good faith has relied and acted thereon.

CHAPTER IV LIABILITY OF THE MULTIMODAL TRANSPORT OPERATOR

Article 7

The responsibility of the multimodal transport operator for the goods under the provisions of this Attachment covers the period from the time the multimodal transport operator has taken the goods in his charge to the time of their delivery.

Article 8

The multimodal transport operator shall be responsible for the acts and omissions of his servants or agents, when any such servant or agent is acting within the scope of his employment, or of any other person of whose services he makes use for the performance of the contract, as if such acts and omissions were his own.

Article 9

The multimodal transport operator undertakes to perform or to procure the performance of all acts necessary to ensure delivery of the goods:

- (a) when the multimodal transport document has been issued in a negotiable form “to bearer”, to the person surrendering one original of the document, or
- (b) when the multimodal transport document has been issued in a negotiable form “to order” to the person surrendering one original of the document duly endorsed, or
- (c) when the multimodal transport document has been issued in a negotiable form to a named person, to that person upon proof of his identity and surrender of one original document; if such document has been transferred “to order” or in blank, the provisions of (b) above apply, or
- (d) when the multimodal transport document has been issued in a non-negotiable form, to the person named as consignee in the document upon proof of his identity, or
- (e) when no document has been issued, to a person as instructed by the consignor or by a person who has acquired the consignor’s or the consignee’s rights under the multimodal transport contract to give such instructions.

Article 10

1. The multimodal transport operator shall be liable for loss resulting from loss of or damage to the goods, as well as loss resulting from delay in delivery, if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his

charge as defined in Article 7, unless the multimodal transport operator proves that he, his servants or agents, or any other person referred to in Article 8 took all measures that could reasonably be required to avoid the occurrence and its consequences.

2. However, the multimodal transport operator shall not be liable for loss following from delay in delivery unless the consignor has made a declaration of interest in timely delivery which has been accepted by the multimodal transport operator.

Article 11

1. Delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which it would be reasonable to require of a diligent multimodal transport operator, having regard to the circumstances of the case.

2. If the goods have not been delivered within ninety consecutive days following the date of delivery determined in accordance with the preceding paragraph, any person entitled to claim the goods may, in the absence of evidence to the contrary, treat the goods as lost.

Article 12

Notwithstanding the provisions of Article 10, the multimodal transport operator shall not be liable for loss, damage or delay in delivery with respect to goods carried if he proves that the event which caused such loss, damage, or delay occurred during that carriage in one or more of the following circumstances:

- (a) Force majeure
- (b) Act or neglect of the consignor, the consignee or his representative or agent;
- (c) Insufficient or defective packaging, marking, or numbering of the goods;
- (d) Handling, loading, unloading, stowage of the goods effected by the consignor, the consignee or his representative or agent;
- (e) Inherent or latent defect in the goods;
- (f) Strikes or lockouts or stoppage or restraint of labour from whatever cause, whether partial or general;
- (g) With respect to goods carried by sea or inland waterways, when such loss, damage, or delay during such carriage has been caused by:
 - (i) act, neglect, or default of the master, mariner, pilot or the servant of the carrier in the navigation or in the management of ship, or
 - (ii) fire unless caused by the actual fault or privity of the carrier.

However, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the multimodal transport operator can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

Article 13

1. Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with the multimodal transport contract, they should have been so delivered.

2. The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price, or if there is no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

CHAPTER V LIMITATION OF LIABILITY OF THE MULTIMODAL TRANSPORT OPERATOR

Article 14

Unless the nature and value of the goods have been declared by the consignor before the goods have been taken in charge by the multimodal transport operator and inserted in the multimodal transport document, the multimodal transport operator shall in no event be or become liable for any loss or damage to the goods in an amount exceeding the equivalent of SDR 666.67 per package or unit or SDR 2.00 per kilogram of gross weight of the goods lost or damaged, whichever is the higher.

Article 15

Where a container, pallet, or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the multimodal transport document as packed in such article of transport shall be deemed packages or shipping units. Except aforesaid, such article of transport shall be considered the package or unit.

Article 16

Notwithstanding the provisions of Articles 14 and 15, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the multimodal transport operator shall be limited to an amount not exceeding SDR 8.33 per kilogram of gross weight of the goods lost or damaged.

Article 17

When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the multimodal transport operator's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory law.

Article 18

If the multimodal transport operator is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, his liability shall be limited to an amount not exceeding the equivalent of the freight under the multimodal transport contract for the multimodal transport.

Article 19

The aggregate liability of the multimodal transport operator shall not exceed the limits of liability for total loss of the goods.

Article 20

The multimodal transport operator is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage, or delay in delivery resulted from a personal act or omission of the multimodal transport operator done with the intent to cause such loss, damage, or delay or recklessly and with knowledge that such loss, damage, or delay would probably result.

CHAPTER VI LIABILITY OF THE CONSIGNOR

Article 21

1. The consignor shall be deemed to have guaranteed to the multimodal transport operator the accuracy, at the time the goods were taken in charge by the multimodal transport operator, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity, and, if applicable, to the dangerous character of the goods as furnished by him or on his behalf for insertion in the multimodal transport document.
2. The consignor shall mark or label dangerous goods in accordance with international conventions or any national legislation which may also apply.
3. Where the consignor hands over dangerous goods to the multimodal transport operator or any person acting on his behalf, the consignor shall inform him of the dangerous character of the goods, and, if necessary, the precautions to be taken. If the consignor fails to do so and the multimodal transport operator does not otherwise have knowledge of their dangerous character:
 - (a) The consignor shall be liable to the multimodal transport operator for all loss resulting from the shipment of such goods; and
 - (b) The goods may at any time be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation.
4. The provisions of paragraph 3 of this Article may not be invoked by any person if during the multimodal transport he has taken the goods in his charge with knowledge of their dangerous character.
5. If, in cases where the provisions of paragraph 3 (b) of this Article do not apply or may not be invoked, dangerous goods become an actual danger to life or property, they may be unloaded, destroyed, or rendered innocuous, as the circumstances may require, without payment of compensation except where there is an obligation to contribute in general average, or where the multimodal transport operator is liable in accordance with the provisions of Articles 10 and 11.

6. The consignor shall indemnify the multimodal transport operator against any loss resulting from any inaccuracies in or inadequacies of the particulars referred to in the preceding paragraphs.

7. The consignor shall remain liable even if the multimodal transport document has been transferred by him.

8. The right of the multimodal transport operator to such indemnity shall in no way limit his liability under the multimodal transport contract to any person other than the consignor.

CHAPTER VII NOTICES, CLAIMS, ACTIONS, AND TIME-BAR

Article 22

1. Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the multimodal transport operator when the goods were handed over to the consignee, such handing-over is *prima facie* evidence of the delivery by the multimodal transport operator of the goods as described in the multimodal transport document.

2. Where the loss or damage is not apparent, the same *prima facie* effect shall apply if notice in writing is not given within six consecutive days after the day when the goods were handed over to the consignee.

Article 23

Unless otherwise expressly agreed, any action relating to multimodal transport under this Attachment shall be time-barred unless court or arbitration proceedings are instituted within a period of nine months after the delivery of the goods or, if they have not been delivered, after the date on which the goods should have been delivered, or after the date on which, in accordance with the provisions of Article 11, paragraph 2, failure to deliver the goods would give the consignee the right to treat the goods as lost.

Article 24

1. The provisions in this Attachment shall apply to all claims against the multimodal transport operator relating to the performance of the multimodal transport contract, whether the claim be founded in contract or in tort.

2. Similarly, they shall apply whenever claims relating to the performance of the multimodal transport contract are made against any servant, agent, or other person whose services the multimodal transport operator has used in order to perform the multimodal transport contract, whether such claims are founded in contract or in tort, and the aggregate liability of the multimodal transport operator and such servants, agents, or other persons shall not exceed the limits in Articles 14 to 19.

3. Notwithstanding paragraph 2, a servant or agent of the multimodal transport operator or other person of whose services he makes use for the performance of the multimodal transport contract is not entitled to the benefit of the limitation of liability if it is proved

that the loss, damage or delay in delivery resulted from a personal act or omission of such servant, agent, or other person done with the intent to cause such loss, damage, or delay or recklessly and with knowledge that such loss, damage, or delay would probably result.

CHAPTER VIII JURISDICTION AND COMPETENCE

Article 25

1. In judicial proceedings relating to international multimodal transport under this Attachment, the plaintiff, at his option, may institute an action in a court which, according to the law of the country where the court is situated, is competent and within the jurisdiction of which is situated one of the following places:

- (a) The principal place of business or, in the absence thereof, the habitual residence of the defendant; or
- (b) The place where the multimodal transport contract was made, provided that the defendant has there a place of business, branch, or agency through which the contract was made; or
- (c) The place of taking the goods in charge for the multimodal transport or the place of delivery; or
- (d) Any other place designated for that purpose in the multimodal transport contract and evidenced in the multimodal transport document.

2. Notwithstanding the provisions of paragraph 1 of this Article, an agreement made by the parties after a claim has arisen, which designates the place where the plaintiff may institute an action, shall be effective.

Article 26

1. Subject to the provisions of this Article, parties may provide by agreement evidenced in writing that any dispute that may arise relating to international multimodal transport under this Attachment shall be referred to arbitration.

2. The arbitration proceedings shall, at the option of the claimant, be instituted at one of the following places:

- (a) A place in a State within whose territory is situated;
 - (i) The principal place of business of the defendant or, in the absence thereof, the habitual residence of the defendant; or
 - (ii) The place where the multimodal transport contract was made, provided that the defendant has there a place of business, branch, or agency through which the contract was made; or
 - (iii) The place of taking the goods in charge for the multimodal transport or the place of delivery; or
- (b) Any other place designated for that purpose in the arbitration clause or agreement.

3. The arbitrator or arbitration tribunal shall apply the provisions of this Attachment.

4. The provisions of paragraphs 2 and 3 of this Article shall be deemed to be part of every arbitration clause or agreement and any term of such clause or agreement which is inconsistent therewith shall be null and void.

5. Nothing in this Article shall affect the validity of an agreement on arbitration made by the parties after the claim relating to the international multimodal transport has arisen.

Article 27

1. Any stipulation in the multimodal transport document shall be null and void and shall produce no effect if it either directly or indirectly departs from the provisions of this Attachment and, specifically if stipulations are made that are prejudicial to the consignor or the consignee. This shall not affect the other stipulations contained in the document.

2. Notwithstanding the provisions of paragraph 1 of this Article, the multimodal transport operator may, with the consent of the consignor, increase his responsibilities and obligations under the provisions of this Attachment.

Article 28

The provisions of this Attachment shall not prevent the application of the rules pertaining to general average adjustment contained in the multimodal transport contract or in the relevant national law, to the extent that they are applicable.

Annex 13b: Criteria for Licensing of Multimodal Transport Operators for Cross-Border Transport Operations

To the Agreement between and among the Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People
(hereinafter referred to as "the Annex")

The Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam (hereinafter referred to as "the Contracting Parties"),

Referring to the Agreement between and among the Governments of the Lao People's Democratic Republic, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People, originally signed at Vientiane on 26 November 1999, amended at Yangon on 29 November 2001, acceded to by the Kingdom of Cambodia at Yangon on 29 November 2001, acceded to by the People's Republic of China at Phnom Penh on 3 November 2002, and acceded to by the Union of Myanmar at Dali City on 19 September 2003, and amended at Phnom Penh on 30 April 2004 (hereinafter referred to as "the Agreement"),

Referring to Articles 3(b) and (n) of the Agreement to the effect that Annexes and Protocols contain technical details or time- and/or site-specific variable elements and that they form an integral part of the Agreement and are equally binding,

Referring to Article 36 of the Agreement, as amended, per which the Agreement may be signed and ratified or accepted and enter into force separately from the Annexes and Protocols,

Referring to the Ninth GMS Ministerial Conference held in Manila in January 2000, the Seventh Meeting of the Subregional Transport Forum held in Ho Chi Minh City in August 2002, and the 11th GMS Ministerial Conference held in Phnom Penh in September 2002, where the Governments agreed to a work program to finalize the Agreement and its Annexes and Protocols by 2005, and

Referring to Articles 34(b) of the Agreement, calling for this Annex to provide technical details,

HAVE AGREED AS FOLLOWS:

Article 1: Introduction

- (a) "International multimodal transport" means the carriage of goods by at least two different modes of transport on the basis of a multimodal transport contract from

a place in one country at which the goods are taken in charge by the multimodal transport operator to a place designated for delivery situated in a different country. The operations of pick-up and delivery of goods carried out in the performance of a unimodal transport contract, as defined in such contract, shall not be considered as international multimodal transport.

- (b) “Multimodal Transport Operator” means any person who, on his/her own behalf or through another person acting on his/her behalf, concludes a multimodal transport contract and who acts as a principal, not as an agent of or on behalf of the consignor or of the carriers participating in the multimodal transport operations, and who assumes responsibility for the performance of the contract.
- (c) Multimodal Transport Operators who perform international multimodal transport operations shall fulfill all conditions laid down in this Annex.

Article 2: Basic Eligibility

- (a) Multimodal Transport Operators shall be licensed by, and/or registered with, the national Competent Authority(ies) in their Home Country to perform international multimodal transport operations provided they meet the minimum conditions set out in Articles 3, 4, and 5 of this Annex.
- (b) If the Multimodal Transport Operator is not a physical but a legal person or if the owner of the transport enterprise does not fulfill the conditions himself/herself, the person who is in charge of the permanent and effective management of the enterprise must fulfill the conditions with respect to reliability and professional competence.
- (c) A Multimodal Transport Operator that no longer meets the requirements shall be divested of his/her license and/or registration.
- (d) A Multimodal Transport Operator must meet other eligibility requirements as prescribed by the relevant national laws and regulations of the Home Country.
- (e) The licensing and/or registration and right to operate as a Multimodal Transport Operator does not affect the licensing requirements and operating conditions for actual unimodal transport operations.
- (f) The Competent Authority of the Home Country shall grant, refuse, or suspend an application for a Multimodal Transport Operator license and/or registration within a period not exceeding 60 calendar days from the date of application. Any such decision shall be documented in writing.

Article 3: Reliability

The Multimodal Transport Operator must not have been:

- (a) convicted for serious breaches of the criminal law, the commercial law, or the labor law,
- (b) divested from the capacity to exercise the profession of Transport Operator as a sanction for breach of applicable transport regulation, or
- (c) declared bankrupt unless the rights, competency, privileges, or financial solvency of the Transport Operator have been restored or rehabilitated, as appropriate, according to the laws or regulations of the Home Country of the Transport Operator.

Article 4: Professional Competence

The Home Country Contracting Party shall verify and make sure of the Multimodal Transport Operator's ability for sound economic management, supply of quality service, fair competition, and safe operation of the transport enterprise. For that purpose the Contracting Party shall require the Multimodal Transport Operator to be proficient in the field of multimodal transport, particularly in the following:

- (a) legal matters (e.g., contracts, carriage contracts and carrier liability, multimodal transport contracts, companies, accounting, labor law, fiscal law);
- (b) transport operation management (e.g., cost and price calculation, payment and financing methods, price regulation, insurance, transport intermediaries, management techniques, marketing);
- (c) conditions and requirements on access to the market, if any (e.g., access to the profession, transport documents, fair competition/anti-dumping);
- (d) technical matters relating to transport operations (e.g., sizes and weights of vehicles or craft, choice of vehicle or craft, loading and unloading of vehicle and craft, carriage of dangerous and perishable goods, principles of environmental protection in transport operations); and
- (e) safety and security measures.

Article 5: Financial Solvency

- (a) The Multimodal Transport Operator shall own sufficient financial means to guarantee the proper functioning and management of the transport operation enterprise.
- (b) For the purpose of assessing the Multimodal Transport Operator's solvency, the following elements may be taken into account: the Multimodal Transport Operator's balance sheet, assets, bank account credit, capacity to obtain loans, bank guarantees obtained, and liability insurance cover.
- (c) The Multimodal Transport Operator shall maintain minimum assets equivalent to Special Drawing Rights (SDR) 80,000 or provide an equivalent guarantee;
- (d) The Multimodal Transport Operator must carry insurance covering the Operator's contractual liability.

Article 6: Communication

The Contracting Parties shall periodically communicate their updated register of Multimodal Transport Operators to the Joint Committee for dissemination to the other Contracting Parties, as appropriate.

Article 7: Amendment

Any Contracting Party may propose amendments to the Annex via the Joint Committee. Such amendments shall be subject to the unanimous consent of the Contracting Parties.

Article 8: Ratification or Acceptance

The Annex is subject to ratification or acceptance of the Governments of the Contracting Parties. The same applies to an amendment to the Annex, if any.

Article 9: Entry into Force

The Annex will enter into force on the day that at least two Contracting Parties have ratified or accepted it, and will become effective only among the Contracting Parties that have ratified or accepted it. The same applies to an amendment to the Annex, if any.

Article 10: Conforming National Law

Where necessary, the Contracting Parties undertake to conform their relevant national legislation with the contents of the Annex.

Article 11: Reservations

No reservation to the Annex shall be permitted.

Article 12: Suspension of the Annex

Each Contracting Party may temporarily suspend wholly or partly the application of the Annex with immediate effect in the case of emergencies affecting its national safety. The Contracting Party will inform the other Contracting Parties as soon as possible of such suspension, which will end as soon as the situation returns to normal.

Article 13: Relationship with the Agreement

As a measure to implement the principles laid down in the Agreement, the Annex cannot depart from or be contrary to these principles. In case of incompatibility between the Annex and the Agreement, the latter shall prevail. In case of incompatibility between the Annex and another annex or protocol, such incompatibility shall be interpreted in light of the Agreement.

Article 14: Dispute Settlement

Any dispute between or among two or more Contracting Parties on the interpretation or application of the Annex shall be settled directly or by amicable negotiation in the Joint Committee.

Article 15: Denunciation

Once entered into force, the Annex cannot be denounced separately from the Agreement.

In witness whereof, the undersigned, being duly authorized, have signed this Annex.

Done at Vientiane on 16 December 2004 in six originals in the English language.

Signed:

For the Royal Government of Cambodia

(Signed) His Excellency Khy Tainglim
Senior Minister to the Prime Minister's Office

For the Government of the People's Republic of China

(Signed) His Excellency Liao Xiaojun
Vice Minister of Finance

For the Government of the Lao People's Democratic Republic

(Signed) His Excellency Sommad Pholsena
Vice Minister of Communication, Transport, Post and Construction

For the Government of the Union of Myanmar

(Signed) His Excellency Soe Tha
Minister for National Planning and Economic Development

For the Government of the Kingdom of Thailand

(Signed) His Excellency Nikorn Chamnong
Deputy Minister of Transport

For the Government of the Socialist Republic of Viet Nam

(Signed) His Excellency Tran Dinh Khien
Vice Minister of Planning and Investment

Annex 14: Container Customs Regime

To the Agreement between and among the Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People
(hereinafter referred to as "the Annex")

The Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam (hereinafter referred to as "the Contracting Parties"),

Referring to the Agreement between and among the Governments of the Lao People's Democratic Republic, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People, originally signed at Vientiane on 26 November 1999, amended at Yangon on 29 November 2001, acceded to by the Kingdom of Cambodia at Yangon on 29 November 2001, acceded to by the People's Republic of China at Phnom Penh on 3 November 2002, and acceded to by the Union of Myanmar at Dali City on 19 September 2003, and amended at Phnom Penh on 30 April 2004 (hereinafter referred to as "the Agreement"),

Referring to Articles 3(b) and (n) of the Agreement to the effect that Annexes and Protocols contain technical details or time- and/or site-specific variable elements and that they form an integral part of the Agreement and are equally binding,

Referring to Article 36 of the Agreement, as amended, per which the Agreement may be signed and ratified or accepted and enter into force separately from the Annexes and Protocols,

Referring to the Ninth GMS Ministerial Conference held in Manila in January 2000, the Seventh Meeting of the Subregional Transport Forum held in Ho Chi Minh City in August 2002, and the 11th GMS Ministerial Conference held in Phnom Penh in September 2002, where the Governments agreed to a work program to finalize the Agreement and its Annexes and Protocols by 2005, and

Referring to Article 34 of the Agreement, calling for this Annex to provide technical details,

HAVE AGREED AS FOLLOWS:

Article 1: General Provisions

(a) Definitions

- (i) Container means a transport equipment device that is:
 - fully or partially closed to constitute a compartment intended for containing goods;

- of a permanent nature and consequently strong enough to be suitable for repeated use;
 - specially designed to facilitate the carriage of goods by one or more modes of transport, without intermediate (un/re)loading of the goods;
 - designed for ready handling, particularly when being transferred from one mode of transport to another;
 - designed for easy filling and emptying; and
 - having an internal volume of at least one cubic meter.
- (ii) Force Majeure means circumstances that could not be foreseen and avoided, and the consequences of which could not to be prevented or controlled.
- (iii) Special Drawing Right (SDR) means a unit of account defined by the International Monetary Fund (IMF). Conversion of sums into national currencies shall be calculated in accordance with the method of valuation applied by the IMF.
- (b) Scope of Application
- (i) The regime of this Annex shall apply to containers specified in Article 1(a) (i) of this Annex.
- (ii) The regime and procedures set out in this Annex are optional for the container operator, who is entitled either to use the present temporary container importation system or to comply with the existing Host Country Customs procedure.
- (iii) The regime of this Annex shall not preclude the Contracting Parties to grant greater facilities by unilateral national arrangements.
- (iv) The cargo carried in the container will be governed by the provisions of Annex 6 to the Agreement.
- (v) The regime of this Annex shall not preclude the application of national health/quarantine laws/regulations, compatible with Article 9 of the Agreement to the containers.

Article 2: Exemption from Import Duties and Taxes

Subject to re-exportation and other conditions laid down in this Annex:

- (a) each Contracting Party shall grant temporary admission to its territory of containers originating from other Contracting Parties, where they are owned or operated by residents registered in the other Contracting Parties, without payment of import duties and taxes and free of other prohibitions and restrictions; and
- (b) the accessories, equipment, and spare parts in reasonable quantities for the repair of the container shall be exempted from import duties and taxes (they need not be mentioned separately in the Temporary Admission Document).

Article 3: Marking of the Container

In order to benefit from the facilitation provided for in this Annex, the containers shall be marked in the manner described in the Attachment to this Annex.

Article 4: Temporary Admission Document

- (a) Containers imported temporarily into the Host Country territory shall carry a Temporary Admission Document,

- (b) The Temporary Admission Document shall be issued by the container's Home Country authorized issuing organization/institution,
- (c) The Temporary Admission Document may cover one or more temporary admissions into the territories of Contracting Parties.
- (d) The Temporary Admission Document shall consist of the following number of original copies:
 - (i) one for the authorized issuing/guaranteeing organization/institution;
 - (ii) one for the container operator; and
 - (iii) two for each of the Host Country's Customs Authorities whose territory is entered.
- (e) The Temporary Admission Document shall include the following particulars in the English language without prejudice to the parallel use of national languages:
 - (i) the title: Container Temporary Admission Document;
 - (ii) a reference to Article 34 and Annex 14 of the Agreement;
 - (iii) the name of the issuing organization and a box for signature and/or stamp;
 - (iv) the name and address of the holder and a box for signature and/or stamp;
 - (v) the period of validity and extension;
 - (vi) the geographic scope of validity;
 - (vii) the point of entry and exit;
 - (viii) specification and description of the container:
 - country of registration,
 - registration number,
 - date of first registration,
 - year of manufacture,
 - net weight,
 - production/serial number,
 - make (name or trademark of the manufacturer),
 - color (RAL code),
 - payload capacity,
 - equipment (e.g., tank, refrigeration),
 - type of material (e.g., steel, alloy), and
 - other particulars;
 - (ix) the date and place of entry, signature, and/or stamp of the Customs Authorities (entry endorsement) for each temporary admission;
 - (x) the date and place of exit, signature, and/or stamp of the Customs Authorities (exit endorsement) for each temporary admission; and
 - (xi) a box to record the granted period of extension for re-exportation.The Joint Committee may modify the particulars to be included in the Temporary Admission Document form, as appropriate.
- (f) The Joint Committee will determine the format, appearance, layout, and printing specifications of the document form.

Article 5: Re-Exportation

Containers mentioned in the Temporary Admission Document shall be re-exported in the same general state, except for wear and tear, within the period of validity of such document.

Article 6: Evidence of Importation and Re-Exportation

- (a) Evidence of temporary admission of the container shall flow from the possession of the relevant copy of the Temporary Importation Document by the Host Country's Customs Authorities and the entry endorsement entered in the relevant copy of the Temporary Admission Document.
- (b) Proof of re-exportation of the container shall flow from the exit endorsement entered in the relevant copy of the Temporary Admission Document by the Host Country's Customs Authorities.
- (c) In case of the lack of such original copy of the Temporary Admission Document bearing the exit endorsement, the container operator may provide alternative proof to satisfy the Customs Authorities that the container has actually been re-exported.

Article 7: Discharge of the Temporary Importation Papers

The exit endorsement entered in the Temporary Admission Document within the time period allowed shall have the effect of discharging the Temporary Admission Document. Satisfactory alternative evidence of re-exportation may have the same effect.

Article 8: Time Limits

- (a) The Temporary Admission Document shall specify its period of validity with a minimum of six months commencing from the date of issuance. Provided it was first used before the expiry of its validity period by presentation to the Host Country's Customs office of entry, a Temporary Admission Document shall however remain valid until the return of the container to its Home Country.
- (b) Containers admitted under the regime of this Annex shall leave the Host Country territory within a period of 30 days, commencing from the date of their entry into the territory of the Host Country.
- (c) In order to be timely, the Temporary Admission Document shall be discharged within a period not exceeding three months, commencing from the date of entry into the territory of the Host Country.

Article 9: Incidents En Route

- (a) **Loss or Destruction of the Container En Route**
A temporarily admitted container that has been heavily damaged in an accident shall be exempted from the obligation of re-exportation, provided:
 - (i) the import duties and taxes have been paid to the Host Country Customs Authority;
 - (ii) it has been abandoned to and accepted by the Host Country Customs Authorities; or
 - (iii) it has been destroyed under official Host Country supervision at the expense of the person or entity who has temporarily entered it and any salvaged parts have either re-exported or paid import taxes and duties for.
- (b) **Extension of Time Limits**
 - (i) If a person or entity who has temporarily entered the container, is unable to timely re-export the container or to discharge the Temporary Admission Document, due to force majeure or other reasonable cause, he/she is to file a

request for an extension of the re-exportation period with the Host Country Customs Authorities before the expiry date.

- (ii) The Host Country's Customs Authorities will grant such extension if they are satisfied that the timely re-exportation or discharge of the Temporary Admission Document was prevented by force majeure or other reasonable cause.

(c) Change of Itinerary

In case the container operator is compelled to abandon the designated route due to circumstances beyond his/her will, he/she shall forthwith inform the Host Country Customs Authority, which shall inform any other Competent Authorities for the purpose of designating an alternative route.

Article 10: Issuing and Guaranteeing Organizations/Institutions

- (a) Each Contracting Party shall authorize a national organization/institution to issue the Temporary Admission Document and to guarantee vis-à-vis the Customs Authority of the Host Country the payment of the import duties and taxes (including interest) in case the document was not duly or timely discharged or in case of other irregularity.
- (b) The Contracting Parties shall mutually recognize the authorized issuing/guaranteeing organizations/institutions.
- (c) For the purpose of payment of sums claimed by their Customs Authority, the Contracting Parties shall provide the authorized issuing/guaranteeing organization/institution with facilities for the transfer of currency.

Article 11: Liability of the Issuing/Guaranteeing Organization/Institution

- (a) The authorized issuing/guaranteeing organization/institution shall be jointly and severally liable with the container operator from whom the sums are directly due, to pay the import duties, taxes, and interest, under the customs laws and regulations in the Host Country in respect of the irregularity (e.g., breach of customs laws and regulations, lack of response, lack of timely discharge of the Temporary Admission Document etc.) in connection with the temporary admission of the container under the regime of this Annex.
- (b) At their discretion, the Host Country Customs Authorities may also claim the duties, taxes, fines, and interest from the person(s)/ entity(ies) who is (are) directly liable for them.
- (c) After the Customs Authority of the Host Country establishes an irregularity, the authorized Home Country issuing/guaranteeing organization/institution is to deposit with or pay the duties, taxes, and interest due to the Customs Authority of the Host Country not later than 30 calendar days commencing from notification.
- (d) The Host Country Customs Authority shall refund to the authorized issuing/guaranteeing organization/institution the amount received upon the established absence of any irregularity, without delay, provided that the authorized issuing/guaranteeing organization/institution shall claim such refund within the period of time specified by national laws and regulations.
- (e) The authorized Home Country issuing/guaranteeing organization/institution is entitled to take recourse and claim reimbursement of the customs duties, taxes, and interest that were paid as a guarantor to the Host Country Customs Authority,

from the holder of the document and/or the person(s)/ entity(ies) from whom the sums are due.

- (f) The liability of the authorized issuing/guaranteeing organization/institution shall be limited to SDR 300 per Temporary Admission Document issued.

Article 12: Guarantor Security to the Customs Authority

- (a) General

In order to meet its guarantee obligation vis-à-vis the Host Country Customs Authority, the authorized issuing/guaranteeing organization/institution shall provide the Host Country Customs Authority with the security of the modality and monetary amount indicated in the following paragraphs (b) and (c).

- (b) Modality

Among other modalities, the authorized issuing/guaranteeing organization/institution shall:

- (i) maintain assets in the Host Country; or
 - (ii) make a cash deposit; or
 - (iii) deposit a collective and continuous bond with the Host Country Customs Authority:
 - by arranging for a bank guarantee issued by a bank or financial institution established in the Host Country; or
 - by contracting a guarantee insurance with an insurance company established in the Host Country; or
 - (iv) be represented by its counterpart organization in the Host Country; or
 - (v) provide combinations of two or more of the above;
- subject to approval by the Host Country Customs Authority.

- (c) Monetary Amount

The amount of security to be provided according to this Article shall be a maximum of SDR 600. If the amount of security provided is partly or wholly consumed by an outstanding liability, it must be replenished up to the amount of SDR 600.

Article 13: Exclusion of Offenders

- (a) The Contracting Parties shall have the right to exclude temporarily or permanently from the application of this Annex any person(s)/entity(ies) guilty of a serious offense against their relevant customs laws/regulations applicable to international movement of containers.
- (b) The Customs Authority of the relevant Contracting Party shall notify this exclusion immediately to the Customs Authorities of all other Contracting Parties and to the authorized issuing/guaranteeing organization/institution of the Home Country.

Article 14: Amendment

Any Contracting Party may propose amendments to the Annex via the Joint Committee. Such amendments shall be subject to the unanimous consent of the Contracting Parties.

Article 15: Ratification or Acceptance

The Annex is subject to ratification or acceptance of the Governments of the Contracting Parties. The same applies to an amendment to the Annex, if any.

Article 16: Entry into Force

The Annex will enter into force on the day that at least two Contracting Parties have ratified or accepted it, and will become effective only among the Contracting Parties that have ratified or accepted it. The same applies to an amendment to the Annex, if any.

Article 17: Conforming National Law

Where necessary, the Contracting Parties undertake to conform their relevant national legislation with the contents of the Annex.

Article 18: Reservations

No reservation to the Annex shall be permitted.

Article 19: Suspension of the Annex

- (a) Failure to deposit or pay within the time limit specified in Article 12 (c) of this Annex, the import duties and taxes to the Host Country's Customs Authorities by the Home Country authorized issuing/guaranteeing organization/institution in case of expired and not discharged temporary admission document or other irregularity, entitles the Host Country's Customs Authorities to suspend the application of the present container temporary admission system under the regime of this Annex vis-à-vis the container operators whose Home Country issuing/guaranteeing organization/institution defaults.
- (b) Each Contracting Party may temporarily suspend wholly or partly the application of the Annex with immediate effect in the case of emergencies affecting its national safety. The Contracting Party will inform as soon as possible the other Contracting Parties of such suspension, which will end as soon as the situation returns to normal.

Article 20: Relationship with the Agreement

As a measure to implement the principles laid down in the Agreement, the Annex cannot depart from or be contrary to these principles. In case of incompatibility between the Annex and the Agreement, the latter shall prevail. In case of incompatibility between the Annex and another annex or protocol, such incompatibility shall be interpreted in light of the Agreement.

Article 21: Relationship of the Attachment to the Annex

The attachment shall form an integral part of the Annex and shall be equally binding.

Article 22: Dispute Settlement

Any dispute between or among two or more Contracting Parties on the interpretation or application of the Annex shall be settled directly or by amicable negotiation in the Joint Committee.

Article 23: Denunciation

Once entered into force, the Annex cannot be denounced separately from the Agreement.

Annex 14 Attachment: Marking of the Container

In witness whereof, the undersigned, being duly authorized, have signed this Annex.

Done at Beijing on 20 March 2007 in six originals in the English language.

Signed:

For the Royal Government of Cambodia

(Signed) His Excellency Tram Iv Tek
Secretary of State, Ministry of Public Works and Transport

For the Government of the People's Republic of China

(Signed) His Excellency Weng Mengyong
Vice Minister of Communications

For the Government of the Lao People's Democratic Republic

(Signed) His Excellency Sommad Pholsena
Minister of Communication, Transport, Post and Construction

For the Government of the Union of Myanmar

(Signed) His Excellency Thura Thaung Lwin
Deputy Minister of Rail Transportation

For the Government of the Kingdom of Thailand

(Signed) His Excellency Sansern Wongcha-um
Deputy Minister of Transport

For the Government of the Socialist Republic of Viet Nam

(Signed) His Excellency Tran Doan Tho
Vice Minister of Transport

Annex 14 Attachment: Marking of the Container

This attachment can be downloaded from the ADB GMS Cross-Border Transport Facilitation Agreement website www.adb.org/GMS/Cross-Border/default.asp. It has not been included here because of its size and/or technical complexity.

Annex 15: Commodity Classification System

To the Agreement between and among the Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People
(hereinafter referred to as "the Annex")

The Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam (hereinafter referred to as "the Contracting Parties"),

Referring to the Agreement between and among the Governments of the Lao People's Democratic Republic, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People, originally signed on 26 November 1999 at Vientiane, amended at Yangon on 29 November 2001, acceded to by the Kingdom of Cambodia at Yangon on 29 November 2001, acceded to by the People's Republic of China on 3 November 2002 at Phnom Penh, and acceded to by the Union of Myanmar on 19 September 2003 at Dali City (hereinafter referred to as "the Agreement"),

Referring to Articles 3(b) and (n) of the Agreement to the effect that Annexes and Protocols contain technical details or time- and/or site-specific variable elements and that they form an integral part of the Agreement and are equally binding,

Referring to Article 36 of the Agreement, as amended, per which the Agreement may be signed and ratified or accepted and enter into force separately from the Annexes and Protocols,

Referring to the Ninth GMS Ministerial Conference held in Manila in January 2000, the Seventh Meeting of the Subregional Transport Forum held in Ho Chi Minh City in August 2002, and the 11th GMS Ministerial Conference held in Phnom Penh in September 2002, where the Governments agreed to a work program to finalize the Agreement and its Annexes and Protocols by 2005, and

Referring to Article 35 of the Agreement, calling for this Annex to provide technical details,

HAVE AGREED AS FOLLOWS:

Article 1: Undertaking to Adopt the Harmonized System (HS)

Each Contracting Party undertakes to conform its customs tariff and nomenclature with the Harmonized Commodity Description and Coding System (hereinafter called the Harmonized System or HS) set out in the International Convention on the Harmonized Commodity Description and Coding System (Brussels, 14 June 1983, as amended by the Protocol of Amendment to the International Convention on the Harmonized Commodity

and Coding System of 24 June 1986; hereafter called the HS Convention and included in the Attachment to this Annex).

Article 2: Use of More Than Six Digits

The Contracting Parties are not prevented from establishing subdivisions classifying goods beyond the level of the Harmonized System, provided that any such subdivision is added and coded at a level beyond that of the six-digit numerical code set out in the Annex of the HS Convention.

Article 3: Adaptation of HS System to Decisions and Amendments

The Contracting Parties shall adapt the HS system to any decisions and amendments made by the World Customs Organization Council according to Article 8 of the HS Convention.

Article 4: Nomenclature

For the nomenclature of the Harmonized System, reference is made to the Annex of the HS Convention.

Article 5: Amendment

Any Contracting Party may propose amendments to the Annex via the Joint Committee. Such amendments shall be subject to the unanimous consent of the Contracting Parties.

Article 6: Ratification or Acceptance

The Annex is subject to ratification or acceptance of the Governments of the Contracting Parties. The same applies to an amendment to the Annex, if any.

Article 7: Entry into Force

The Annex will enter into force on the day that at least two Contracting Parties have ratified or accepted it, and will become effective only among the Contracting Parties that have ratified or accepted it. The same applies to an amendment to the Annex, if any.

Article 8: Conforming National Law

Where necessary, the Contracting Parties undertake to conform their relevant national legislation with the contents of the Annex.

Article 9: Reservations

No reservation to the Annex shall be permitted.

Article 10: Suspension of the Annex

Each Contracting Party may temporarily suspend wholly or partly the application of the Annex with immediate effect in the case of emergencies affecting its national safety. The Contracting Party will inform the other Contracting Parties as soon as possible of such suspension, which will end as soon as the situation returns to normal.

Article 11: Relationship with the Agreement

As a measure to implement the principles laid down in the Agreement, the Annex cannot depart from or be contrary to these principles. In case of incompatibility between the Annex and the Agreement, the latter shall prevail. In case of incompatibility between the Annex and another annex or protocol, such incompatibility shall be interpreted in light of the Agreement.

Article 12: Relationship of the Attachment to the Annex

The attachment shall form an integral part of the Annex and shall be equally binding.

Article 13: Dispute Settlement

Any dispute between or among two or more Contracting Parties on the interpretation or application of the Annex shall be settled directly or by amicable negotiation in the Joint Committee.

Article 14: Denunciation

Once entered into force, the Annex cannot be denounced separately from the Agreement.

Annex 15 Attachment: International Convention on the Harmonized Commodity Description and Coding System (Brussels, 14 June 1983, as amended by the Protocol of Amendment to the International Convention on the Harmonized Commodity and Coding System of 24 June 1986)

In witness whereof, the undersigned, being duly authorized, have signed this Annex.

Done at Phnom Penh on 30 April 2004 in six originals in the English language.

Signed:

For the Royal Government of Cambodia

(Signed) His Excellency Tram Iv Tek
Secretary of State, Ministry of Public Works and Transport

For the Government of the People's Republic of China

(Signed) His Excellency Hu Xijie
Vice Minister of Communications

For the Government of the Lao People's Democratic Republic

(Signed) His Excellency Sommad Pholsena
Vice Minister of Communication, Transport, Post and Construction

For the Government of the Union of Myanmar

(Signed) His Excellency Thura Thaug Lwin
Deputy Minister of Rail Transportation

For the Government of the Kingdom of Thailand

(Signed) His Excellency Nikorn Chamnong
Deputy Minister of Transport

For the Government of the Socialist Republic of Viet Nam

(Signed) His Excellency Pham The Minh
Vice Minister of Transport

**Annex 15 Attachment: International Convention on the
Harmonized
Commodity Description and Coding System**

(Brussels, 14 June 1983, as amended by the Protocol of Amendment
to the International Convention on the Harmonized Commodity
and Coding System of 24 June 1986)

This attachment can be downloaded from the ADB GMS Cross-Border Transport Facilitation Agreement website www.adb.org/GMS/Cross-Border/default.asp. It has not been included here because of its size and/or technical complexity.

Annex 16: Criteria for Driving Licenses

To the Agreement between and among the Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People
(hereinafter referred to as "the Annex")

The Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam (hereinafter referred to as "the Contracting Parties"),

Referring to the Agreement between and among the Governments of the Lao People's Democratic Republic, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People, originally signed at Vientiane on 26 November 1999, amended at Yangon on 29 November 2001, acceded to by the Kingdom of Cambodia at Yangon on 29 November 2001, acceded to by the People's Republic of China at Phnom Penh on 3 November 2002, and acceded to by the Union of Myanmar at Dali City on 19 September 2003, and amended at Phnom Penh on 30 April 2004 (hereinafter referred to as "the Agreement"),

Referring to Articles 3(b) and (n) of the Agreement to the effect that Annexes and Protocols contain technical details or time- and/or site-specific variable elements and that they form an integral part of the Agreement and are equally binding,

Referring to Article 36 of the Agreement, as amended, per which the Agreement may be signed and ratified or accepted and enter into force separately from the Annexes and Protocols,

Referring to the Ninth GMS Ministerial Conference held in Manila in January 2000, the Seventh Meeting of the Subregional Transport Forum held in Ho Chi Minh City in August 2002, and the 11th GMS Ministerial Conference held in Phnom Penh in September 2002, where the Governments agreed to a work program to finalize the Agreement and its Annexes and Protocols by 2005, and

Referring to Article 17 (as amended) of the Agreement, calling for this Annex to provide technical details,

HAVE AGREED AS FOLLOWS:

Article 1: Mutual Recognition of Domestic Driving Licenses

- (a) The Contracting Parties shall mutually recognize the domestic driving licenses issued by the Competent Authorities of the Home Country ("Issuing Authorities"), except for learners', temporary/provisional, and probational driving licenses, and the like.

- (b) Drivers of motor vehicles in cross-border transport operations shall hold a valid and appropriate driving license issued by their Home Country or one of the other Contracting Parties.
- (c) Upon entry in the Host Country the driving license shall have a remaining period of validity of at least two months.

Article 2: The Driving License

- (a) A driver shall in the territory of the Host Country carry at all times a valid driving license, and if necessary, a certified translation of the driving license in accordance with Article 3 of this Annex, for the purpose of inspection by the Competent Authorities.
- (b) The driving license shall contain at least the following particulars:
 - (i) the title “driving license”
 - (ii) name or symbol of the Issuing Authority/issuing country
 - (iii) the particulars of the holder:
 - name
 - date/year of birth
 - address
 - photograph
 - (iv) validity of the license:
 - vehicle category
 - expiry date, or duration of validity and beginning date
 - (v) authentication:
 - serial number of the license
 - stamp and/or signature of the Issuing Authority
 - date of issuance

Article 3: Translation of the Driving License

- (a) The translation of a valid driving license shall be in the English language and Arabic numerals, and certified by the respective Issuing Authority.
- (b) The Contracting Parties shall mutually recognize the certified translation of the driving license.

Article 4: Communication

- (a) The Contracting Parties shall notify each other of their respective Issuing Authorities and of any changes thereof.
- (b) The Issuing Authorities of the Contracting Parties shall notify each other of the format/model and subsequent changes of the domestic driving licenses.

Article 5: Amendment

Any Contracting Party may propose amendments to the Annex via the Joint Committee. Such amendments shall be subject to the unanimous consent of the Contracting Parties.

Article 6: Ratification or Acceptance

The Annex is subject to ratification or acceptance of the Governments of the Contracting Parties. The same applies to an amendment to the Annex, if any.

Article 7: Entry into Force

The Annex will enter into force on the day that at least two Contracting Parties have ratified or accepted it, and will become effective only among the Contracting Parties that have ratified or accepted it. The same applies to an amendment to the Annex, if any.

Article 8: Conforming National Law

Where necessary, the Contracting Parties undertake to conform their relevant national legislation with the contents of the Annex.

Article 9: Reservations

No reservation to the Annex shall be permitted.

Article 10: Suspension of the Annex

Each Contracting Party may temporarily suspend wholly or partly the application of the Annex with immediate effect in the case of emergencies affecting its national safety. The Contracting Party will inform the other Contracting Parties as soon as possible of such suspension, which will end as soon as the situation returns to normal.

Article 11: Relationship with the Agreement

As a measure to implement the principles laid down in the Agreement, the Annex cannot depart from or be contrary to these principles. In case of incompatibility between the Annex and the Agreement, the latter shall prevail. In case of incompatibility between the Annex and another annex or protocol, such incompatibility shall be interpreted in light of the Agreement.

Article 12: Dispute Settlement

Any dispute between or among two or more Contracting Parties on the interpretation or application of the Annex shall be settled directly or by amicable negotiation in the Joint Committee.

Article 13: Denunciation

Once entered into force, the Annex cannot be denounced separately from the Agreement.

In witness whereof, the undersigned, being duly authorized, have signed this Annex.

Done at Vientiane on 16 December 2004 in six originals in the English language.

Signed:

For the Royal Government of Cambodia

(Signed) His Excellency Khy Tainglim
Senior Minister to the Prime Minister's Office

For the Government of the People's Republic of China

(Signed) His Excellency Liao Xiaojun
Vice Minister of Finance

For the Government of the Lao People's Democratic Republic

(Signed) His Excellency Sommad Pholsena
Vice Minister of Communication, Transport, Post and Construction

For the Government of the Union of Myanmar

(Signed) His Excellency Soe Tha
Minister for National Planning and Economic Development

For the Government of the Kingdom of Thailand

(Signed) His Excellency Nikorn Chamnong
Deputy Minister of Transport

For the Government of the Socialist Republic of Viet Nam

(Signed) His Excellency Tran Dinh Khien
Vice Minister of Planning and Investment

Protocol 1: Designation of Corridors, Routes, and Points of Entry and Exit (Border Crossings)

To the Agreement between and among the Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People (hereinafter referred to as "the Protocol")

The Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam (hereinafter referred to as "the Contracting Parties"),

Referring to the Agreement between and among the Governments of the Lao People's Democratic Republic, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People, originally signed on 26 November 1999 at Vientiane, amended at Yangon on 29 November 2001, acceded to by the Kingdom of Cambodia at Yangon on 29 November 2001, acceded to by the People's Republic of China on 3 November 2002 at Phnom Penh, and acceded to by the Union of Myanmar on 19 September 2003 at Dali City (hereinafter referred to as "the Agreement"),

Referring to Articles 3(b) and (n) of the Agreement to the effect that Annexes and Protocols contain technical details or time- and/or site-specific variable elements and that they form an integral part of the Agreement and are equally binding,

Referring to Article 36 of the Agreement, as amended, per which the Agreement may be signed and ratified or accepted and enter into force separately from the Annexes and Protocols,

Referring to the Ninth GMS Ministerial Conference held in Manila in January 2000, the Seventh Meeting of the Subregional Transport Forum held in Ho Chi Minh City in August 2002, and the 11th GMS Ministerial Conference held in Phnom Penh in September 2002, where the Governments agreed to a work program to finalize the Agreement and its Annexes and Protocols by 2005, and

Referring to Articles 6, 20, and 25 of the Agreement, calling for this Protocol to provide variable elements,

HAVE AGREED AS FOLLOWS:

Article 1: Corridors, Routes, and Border Crossings

The corridors/routes and border crossings to which the Agreement applies shall be as prescribed in the Attachment to this Protocol: "List of Corridors, Routes, and Border Crossings", and Associated Map (A4-format).

Article 2: Opening of Additional Border Crossings and Routes

In addition to the border crossings and routes originally designated in this Protocol, groups of Contracting Parties are entitled to open additional border crossings and routes through a memorandum of understanding between or among them. Such additional border crossings or routes will enjoy the same status as the originally designated ones. Any such opening will be promptly notified to the Joint Committee and put forward for inclusion in Article 1 of this Protocol by amendment. However, such additional border crossings may be opened before ratification or acceptance of such an amendment, provided they satisfy the same requirements as the originally designated ones.

Article 3: Amendment

Any Contracting Party may propose amendments to the Protocol via the Joint Committee. Such amendments shall be subject to the unanimous consent of the Contracting Parties.

Article 4: Ratification or Acceptance

The Protocol is subject to ratification or acceptance of the Governments of the Contracting Parties. The same applies to an amendment to the Protocol, if any.

Article 5: Entry into Force

The Protocol will enter into force on the day that at least two Contracting Parties have ratified or accepted it, and will become effective only among the Contracting Parties that have ratified or accepted it. The same applies to an amendment to the Protocol, if any.

Article 6: Conforming National Law

Where necessary, the Contracting Parties undertake to conform their relevant national legislation with the contents of the Protocol.

Article 7: Reservations

No reservation to the Protocol shall be permitted.

Article 8: Suspension of the Protocol

Each Contracting Party may temporarily suspend wholly or partly the application of the Protocol with immediate effect in the case of emergencies affecting its national safety. The Contracting Party will inform the other Contracting Parties as soon as possible of such suspension, which will end as soon as the situation returns to normal.

Article 9: Relationship with the Agreement

As a measure to implement the principles laid down in the Agreement, the Protocol cannot depart from or be contrary to these principles. In case of incompatibility between the Protocol and the Agreement, the latter shall prevail. In case of incompatibility between the Protocol and an annex or another protocol, such incompatibility shall be interpreted in light of the Agreement.

Article 10: Relationship of the Attachments to the Protocol

The attachments shall form an integral part of the Protocol and shall be equally binding.

Article 11: Dispute Settlement

Any dispute between or among two or more Contracting Parties on the interpretation or application of the Protocol shall be settled directly or by amicable negotiation in the Joint Committee.

Article 12: Denunciation

Once entered into force, the Protocol cannot be denounced separately from the Agreement.

Protocol 1 Attachment: List of Corridors, Routes and Border Crossings, and Associated Map (A4-format)

In witness whereof, the undersigned, being duly authorized, have signed this Protocol.

Done at Phnom Penh on 30 April 2004 in six originals in the English language.

Signed:

For the Royal Government of Cambodia

(Signed) His Excellency Tram Iv Tek
Secretary of State, Ministry of Public Works and Transport

For the Government of the People's Republic of China

(Signed) His Excellency Hu Xijie
Vice Minister of Communications

For the Government of the Lao People's Democratic Republic

(Signed) His Excellency Sommad Pholsena
Vice Minister of Communication, Transport, Post and Construction

For the Government of the Union of Myanmar

(Signed) His Excellency Thura Thaug Lwin
Deputy Minister of Rail Transportation

For the Government of the Kingdom of Thailand

(Signed) His Excellency Nikorn Chamnong
Deputy Minister of Transport

For the Government of the Socialist Republic of Viet Nam

(Signed) His Excellency Pham The Minh
Vice Minister of Transport

Protocol 1 Attachment: List of Corridors, Routes and Border Crossings, and Associated Map

1. North-South Economic Corridor:
 - (a) Route: Kunming-Yuxi-Yuanjiang-Mohei-Simao-Xiaomenyang-Mohan (CHN)-Boten-Houayxay (LAO)-Chiang Khong-Chiang Rai-Tak-Bangkok (T)
 - (i) Border Crossing: Mohan (CHN) - Boten (LAO)
 - (ii) Border Crossing: Houayxay (LAO) - Chiang Khong (T)
 - (b) Route: Kengtung-Tachilek (MYA)-Mae Sai-Chiang Rai-Tak-Bangkok (T)
 - (i) Border Crossing: Tachilek (MYA) - Mae Sai (T)
 - (c) Route: Kunming-Mile-Yinshao-Kaiyuan-Mengzi-Hekou (CHN)-Lao Cai-Hanoi-Haiphong (VN)
 - (i) Border Crossing: Hekou (CHN) - Lao Cai (VN)
2. East-West Economic Corridor:
 - (a) Route: Mawlamyine-Myawaddy (MYA)-Mae Sot-Phitsanulok-Khon Kaen-Kalasin-Mukdahan (T)-Savannakhet-Dansavanh (LAO)-Lao Bao- Dong Ha-Hue-Da Nang (VN)
 - (i) Border Crossing: Myawaddy (MYA) - Mae Sot (T)
 - (ii) Border Crossing: Mukdahan (T) - Savannakhet (LAO)
 - (iii) Border Crossing: Dansavanh (LAO) - Lao Bao (VN)
3. Southern Economic Corridor:
 - (a) Route: <Bangkok-Kabin Buri-Sra Kaeo-Aranyaprathet OR Bangkok-Laem Chabang-Phanom Sarakham-Kabin Buri-Sra Kaeo-Aranyaprathet> (T)-Poipet-Sisophon-Pursat-Phnom Penh-Neak Loueng-Bavet (KH)-Moc Bai-Ho Chi Minh City-Vung Tau (VN)
 - (i) Border Crossing: Aranyaprathet (T) - Poipet (KH)
 - (ii) Border Crossing: Bavet (KH) - Moc Bai (VN)
 - (b) Route: Bangkok-Trat-Hat Lek (T)-Cham Yeam-Koh Kong-Sre Ambil-Kampot-Lork(KH)
 - (i) Border Crossing: Hat Lek (T) - Cham Yearn (KH)
4. Other Corridors/Routes/Border Crossings:
 - (a) Route: Kunming-Chuxiong-Dali-Baoshan-Ruili (CHN)-Muse-Lashio (MYA)
 - (i) Border Crossing: Ruili (CHN) - Muse (MYA)
 - (b) Route: Vientiane-Ban Lao-Thakhek-Seno-Pakse (LAO)-LAO/KH border-Stung Treng-Kratie-Phnom Penh-Sihanoukville (KH)
 - (i) Border Crossing: Veunekham (LAO)/Dong Kralor (KH) border
 - (c) Route: Nateuy-Oudomxai-Pakmong-Louang Phrabang-Vientiane-Thanaleng (LAO)-Nong Khai-Udon Thani-Khon Kaen-Bangkok (T)
 - (i) Border Crossing: Thanaleng (LAO)-Nong Khai (T)
 - (d) Route: Vientiane-Bolikhamxay (LAO)-Ha Tinh (VN)
 - (i) Border Crossing: Nam Phao (LAO) - Cau Treo (VN)
 - (e) Route: Champassak (LAO)-Ubon Ratchathani (T)
 - (i) Border Crossing: Wang Tao (LAO)-Chong Mek (T)

Editor's Note:

The Associated Map for Protocol 1 is not included in this publication. Developments after the signing of Protocol 1 on 30 April 2004 have included the following :

1. On 14–16 December 2004, on the occasion of the 13th GMS Ministerial Meeting in Vientiane, Lao PDR, the GMS countries agreed that Guangxi Zhuang Autonomous Region of the People's Republic of China would become part of the GMS. Please refer to page vii for the latest GMS map.
2. Consistent with the requirements of Article 2 of Protocol 1, the Memorandum of Understanding (MOU) to include the Nanning–Ha Noi route with the border crossing points at Youyiguan (PRC) and Huu Ngi (Viet Nam) in Protocol 1 of the GMS Cross-Border Transport Facilitation Agreement was signed on 30 March 2008 on the occasion of the 3rd GMS Summit in Vientiane, Lao PDR.
3. The MOU to include the Xa Xia–Ha Tien–Kien Luong–Rach Gia–Ca Mau–Nam Can route with the border crossing points at Prek Chak/Lork (Cambodia) and Xa Xia (Viet Nam) in Protocol 1 of the CBTA was signed on 12 February 2007.
4. As required by Article 2 of Protocol 1, the Joint Committee was duly notified of these developments.

Protocol 2: Charges Concerning Transit Traffic

To the Agreement between and among the Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People (hereinafter referred to as "the Protocol")

The Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam (hereinafter referred to as the "Contracting Parties"),

Referring to the Agreement between and among the Governments of the Lao People's Democratic Republic, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People, originally signed at Vientiane on 26 November 1999, amended at Yangon on 29 November 2001, acceded to by the Kingdom of Cambodia at Yangon on 29 November 2001, acceded to by the People's Republic of China at Phnom Penh on 3 November 2002, and acceded to by the Union of Myanmar at Dali City on 19 September 2003, and amended at Phnom Penh on 30 April 2004 (hereinafter referred to as "the Agreement"),

Referring to Articles 3 (n) of the Agreement to the effect that Protocols contain time- and/or site-specific variable elements and that they form an integral part of the Agreement and are equally binding,

Referring to Article 36 of the Agreement, as amended, per which the Agreement may be signed and ratified or accepted and enter into force separately from the Annexes and Protocols,

Referring to the Ninth GMS Ministerial Conference held in Manila in January 2000, the Seventh Meeting of the Subregional Transport Forum held in Ho Chi Minh City in August 2002, and the 11th GMS Ministerial Conference held in Phnom Penh in September 2002, where the Governments agreed to a work program to finalize the Agreement and its Annexes and Protocols by 2005, and

Referring to Article 8 of the Agreement, calling for this Protocol to provide technical details,

HAVE AGREED AS FOLLOWS:

Article 1: General Provisions

(a) Definitions

For the purpose of this Protocol, the following meanings shall apply to the underlined terms:

- (i) Charges: any charges, fees, tolls, taxes, or other levies imposed on transport operations, except customs duties.
 - (ii) Cross-Border Traffic: interstate traffic and transit traffic.
 - (iii) Interstate Traffic: inbound and outbound traffic between two Contracting Parties.
 - (iv) Transit Traffic: traffic across the territory of a Contracting Party, when the passage through that territory is only a portion of a complete journey starting and ending in other Contracting Parties.
 - (v) Nondiscrimination: equal treatment in objectively the same circumstances, without undue preferential treatment.
- (b) Scope of Application
This Protocol will apply to cross-border traffic.

Article 2: Nondiscrimination

- (a) Without prejudice to existing bilateral agreements governing special border zones, which provide preferential treatment, the Host Country shall, with regard to the levying of charges, not discriminate:
 - (i) among other grounds, on the basis of nationality of the transport operator, the place of registration of the vehicle, or the origin or destination of the transport operation; and
 - (ii) in particular, between cross-border traffic and its domestic traffic.
- (b) However, the least developed Contracting Parties (determined on the basis of the United Nations' designation of least developed countries) may apply preferential toll rates and other charges to the vehicles registered within their territories, when undertaking domestic transport.

Article 3: Transparency

- (a) The Contracting Parties shall exchange information on charges on cross-border traffic in accordance with Article 31 of the Agreement and Article 7 of Annex 4 to the Agreement.
- (b) Each Contracting Party shall communicate to the National Transport Facilitation Committees of the other Contracting Parties any subsequent amendment of the cross-border traffic charges regime at least 15 days prior to its taking effect.

Article 4: Legality

The Contracting Parties shall take the necessary measures so that:

- (a) all charges are levied on a legal basis only;
- (b) only legally authorized authorities are entitled to collect the charges;
- (c) authenticated receipts are issued upon payment of the charges;
- (d) any unauthorized collection of charges is prohibited and punished according to national law or regulations, or made a criminal offense; and
- (e) victims of unauthorized collection of charges can file a complaint.

Article 5: Efficiency in the Collection of Charges

The Contracting Parties shall prevent the collection of charges from interfering with the facilitation of cross-border transport, e.g., by combining it to the extent possible with other border clearance procedures, as called for by Articles 4 and 35 of the Agreement and Annex 4 to the Agreement.

Article 6: Permissible Charges

- (a) The Contracting Parties may levy the following charges on cross-border traffic, subject to the conditions set out in this Protocol:
 - (i) Tolls: direct charges for the use of road sections, bridges, tunnels, and ferries;
 - (ii) Charges for excess weight, where permissible under the national law and/or regulations of the Host Country;
 - (iii) Charges for administrative expenses;
 - (iv) Charges for the use of other facilities or services;
 - (v) Taxes on fuel purchased in the Host Country; and
 - (vi) Road maintenance charges (to the extent not included in the charges mentioned above).
- (b) The Contracting Parties shall refrain from levying any charges on cross-border traffic other than those listed above.

Article 7: Fuel Taxes

- (a) The Host Country may collect its fuel tax from vehicles engaged in cross-border traffic refueling within its territory.
- (b) The Host Country shall exempt in its territory, from its fuel tax, the fuel contained in the ordinary/original supply tanks of vehicles engaged in cross-border traffic in its territory.
- (c) The Contracting Parties shall however ensure that no vehicles engaged in cross-border traffic (both transit and interstate) be compelled to refuel before leaving their territories.

Article 8: Road Maintenance Fees

The road maintenance fees levied by the Host Country on vehicles engaged in cross-border traffic (both transit and interstate) shall be commensurate to the road maintenance fees levied by the Host Country on its domestic vehicles. The road maintenance fee charged by the Host Country on vehicles engaged in cross-border traffic (both transit and interstate) may be based on the ratio of the length of their scheduled stay in its territory to the period covered by the road maintenance fee charged on its domestic vehicles.

Article 9: Amendment

Any Contracting Party may propose amendments to the Protocol via the Joint Committee. Such amendments shall be subject to the unanimous consent of the Contracting Parties.

Article 10: Ratification or Acceptance

The Protocol is subject to ratification or acceptance of the Governments of the Contracting Parties. The same applies to an amendment to the Protocol, if any.

Article 11: Entry into Force

The Protocol will enter into force on the date that at least two Contracting Parties have ratified or accepted it, and will become effective only among the Contracting Parties that have ratified or accepted it. The same applies to an amendment to the Protocol, if any.

Article 12: Conforming National Law

Where necessary, the Contracting Parties undertake to conform their relevant national legislation with the contents of the Protocol.

Article 13: Reservations

No reservation to the Protocol shall be permitted.

Article 14: Suspension of the Protocol

Each Contracting Party may temporarily suspend wholly or partly the application of the Protocol with immediate effect in the case of emergencies affecting its national safety. The Contracting Party will inform the other Contracting Parties as soon as possible of such suspension, which will end as soon as the situation returns to normal.

Article 15: Relationship with the Agreement

As a measure to implement the principles laid down in the Agreement, the Protocol cannot depart from or be contrary to these principles. In case of incompatibility between the Protocol and the Agreement, the latter shall prevail. In case of incompatibility between the Protocol and an annex or another protocol, such incompatibility shall be interpreted in light of the Agreement.

Article 16: Dispute Settlement

Any dispute between or among two or more Contracting Parties on the interpretation or application of the Protocol shall be settled directly or by amicable negotiation in the Joint Committee.

Article 17: Denunciation

Once entered into force, the Protocol cannot be denounced separately from the Agreement.

In witness whereof, the undersigned, being duly authorized, have signed this Protocol.

Done at Kunming on 5 July 2005 in six originals in the English language.

Signed:

For the Royal Government of Cambodia

(Signed) His Excellency Sun Chantol
Minister of Public Works and Transport

For the Government of the People's Republic of China

(Signed) His Excellency Zhang Chunxian
Minister of Communications

For the Government of the Lao People's Democratic Republic

(Signed) His Excellency Somphong Mongkhonvilay
Minister to Prime Minister's Office

For the Government of the Union of Myanmar

(Signed) His Excellency Soe Tha
Minister of National Planning and Economic Development

For the Government of the Kingdom of Thailand

(Signed) His Excellency Suriya Jungrungreangkit
Minister of Transport

For the Government of the Socialist Republic of Viet Nam

(Signed) His Excellency Pham The Minh
Vice Minister of Transport

Protocol 3: Frequency and Capacity of Services and Issuance of Quotas and Permits

To the Agreement between and among the Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People
(hereinafter referred to as "the Protocol")

The Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam (hereinafter referred to as "the Contracting Parties"),

Referring to the Agreement between and among the Governments of the Lao People's Democratic Republic, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People, originally signed at Vientiane on 26 November 1999, amended at Yangon on 29 November 2001, acceded to by the Kingdom of Cambodia at Yangon on 29 November 2001, acceded to by the People's Republic of China at Phnom Penh on 3 November 2002, and acceded to by the Union of Myanmar at Dali City on 19 September 2003, and amended at Phnom Penh on 30 April 2004 (hereinafter referred to as "the Agreement"),

Referring to Articles 3 (n) of the Agreement to the effect that Protocols contain time- and/or site-specific variable elements and that they form an integral part of the Agreement and are equally binding,

Referring to Article 36 of the Agreement, as amended, per which the Agreement may be signed and ratified or accepted and enter into force separately from the Annexes and Protocols,

Referring to the Ninth GMS Ministerial Conference held in Manila in January 2000, the Seventh Meeting of the Subregional Transport Forum held in Ho Chi Minh City in August 2002, and the 11th GMS Ministerial Conference held in Phnom Penh in September 2002, where the Governments agreed to a work program to finalize the Agreement and its Annexes and Protocols by 2005, and

Referring to Article 23 of the Agreement, calling for this Protocol to provide technical details,

HAVE AGREED AS FOLLOWS:

Article 1: Permit Requirement

Transport operators of one Contracting Party shall be entitled to perform cross-border transport operations under Article 23 of the Agreement in other Contracting Parties'

territories only if they hold a GMS road transport permit (hereinafter referred to as “permit”) in accordance with this Protocol.

Article 2: Eligible Operations

(a) Vehicles

The vehicles to be operated during Step 1 in accordance with the Agreement are the motor vehicles used for the carriage of people or goods by road as defined by Article 1 of Annex 2 to the Agreement.

(b) Operators

(i) Cross-border transport operations for reward shall be performed only by the transport operators that have been licensed in accordance with Article 21 of the Agreement and Annex 9 to the Agreement.

(ii) The Contracting Parties shall periodically communicate their updated register of licensed road transport operators holding permits for cross-border road transport operations, to the Joint Committee for dissemination to the other Contracting Parties as appropriate.

(c) Itineraries

Itineraries shall be restricted to the exit/entry points, routes, and corridors defined in Protocol 1 to the Agreement.

Article 3: Exemptions

The following transport operations shall be exempted from the permit requirement for the purpose of cross-border transport operations:

- (a) transport for own account, provided that a certificate to qualify for this exemption, issued by the National Transport Facilitation Committee of the Home Country or its authorized Competent Authority, shall be recognized by the Host Country;
- (b) movement of non-commercial vehicles;
- (c) funeral transport; and
- (d) emergency assistance operations (ambulances, firefighting vehicles, recovery vehicles, humanitarian missions).

Article 4: Types of Permits (Frequency and Capacity)

(a) For Scheduled Passenger Transportation

The permits shall be continuous during their period of validity and shall specify the itinerary, frequency, and maximum capacity of the transport operations.

(b) For Cargo Transportation and for Non-Scheduled Passenger Transportation

(i) The permits issued by one Contracting Party shall be continuous during their period of validity and shall entitle their holders to perform cross-border transport operations in the other Contracting Parties' territories.

(ii) The holder shall allocate permits to the vehicles of his/her choice employed in cross-border transport operations, but he/she can use a permit only for one vehicle at the same time.

Article 5: Permit Issuance and Distribution Procedure

- (a) The permits shall be issued and distributed by the National Transport Facilitation Committee of the Home Country or by its authorized Competent Authority to its transport operators, while observing the principle of non-discrimination. The Contracting Parties will mutually recognize the permits so issued.
- (b) For scheduled passenger transportation, the Contracting Parties whose territory is traversed by the itinerary, shall make appropriate arrangements on terms and conditions and/or on the number of permits.
- (c) For cargo transportation and for non-scheduled passenger transportation, each Contracting Party, shall be entitled to issue up to 500 permits. This arrangement shall be subject to annual review and modification by the Joint Committee.

Article 6: Period of Validity of Permits and Extensions

- (a) A permit shall be valid for a period of one year as from the date of its issuance. Provided the permit was first used before the expiry of its validity period by entering the territory of a Contracting Party other than the operator's Home Country, it shall however remain valid until the completion of the transport operation by the return of the vehicle to its Home Country.
- (b) Permits issued by the National Transport Facilitation Committee of the Home Country to its Transport Operators shall be nominative, non-negotiable, and non-transferable.
- (c) The validity of the Permit shall be subject to the validity of the holder's transport operator license issued in accordance with Article 21 of the Agreement and Annex 9 to the Agreement.
- (d) A border crossing transport operation shall be completed by the exit of the vehicle from the Host Country territory within a period of no more than 30 days as from the date of entry in the Host Country territory. If the transport operator is unable to leave the Host Country territory in time, he/she shall inform the Host Country Competent Authority and may be required to file for extension with the Host Country's Competent Authority, which shall grant the extension if the transport operator's delay was caused by force majeure or other reasonable cause.

Article 7: Permit Format and Evidence

(a) Format

The permit form shall include the following particulars in the English language without prejudice to the parallel use of national languages:

- (i) the title: GMS Road Transport Permit;
- (ii) the name (and logo) of the issuing authority, its address, contact data, and country;
- (iii) a reference to Protocol 3 and Article 23 of the Agreement;
- (iv) country code (distinguishing nationality sign as per Article 7(d) of Annex 2 to the Agreement) and permit number;
- (v) its period of validity;
- (vi) the type of permit and the type of transport operation it covers (cargo/passenger, scheduled/non-scheduled);

- (vii) for scheduled passenger transport vehicles, the itinerary (including the points of origin and destination), frequency of operations, and the maximum capacity of vehicles, as appropriate;
- (viii) the identity of the transport operator beneficiary of the permit;
- (ix) a number of blank boxes to contain the registration number of the vehicle(s) to which the permit is allocated;
- (x) the place and date of issuance; and
- (xi) an authentication (seal/stamp, signature).

The Joint Committee may modify the particulars to be included in the permit form, as appropriate. The Joint Committee will determine the format, appearance, layout, and printing specifications of the permit form.

(b) Evidence

- (i) The vehicle to which the permit is allocated, shall carry the original permit form on board at all times during cross-border transport operations.
- (ii) Each permit shall be valid only for a vehicle of which the registration number is entered on the permit form.

Article 8: Time Frame for Implementation of Step 2

This Protocol shall be effective for a period of three years after its entry into force. Thereafter the Contracting Parties will reassess the road transport market situation and consider the transition to the free market system as described in Step 2 of Article 23 of the Agreement.

Article 9: Amendment

Any Contracting Party may propose amendments to the Protocol via the Joint Committee. Such amendments shall be subject to the unanimous consent of the Contracting Parties.

Article 10: Ratification or Acceptance

The Protocol is subject to ratification or acceptance of the Governments of the Contracting Parties. The same applies to an amendment to the Protocol, if any.

Article 11: Entry into Force

The Protocol will enter into force on the day that at least two Contracting Parties have ratified or accepted it, and will become effective only among the Contracting Parties that have ratified or accepted it. The same applies to an amendment to the Protocol, if any.

Article 12: Conforming National Law

Where necessary, the Contracting Parties undertake to conform their relevant national legislation with the contents of the Protocol.

Article 13: Reservations

No reservation to the Protocol shall be permitted.

Article 14: Suspension of the Protocol

Each Contracting Party may temporarily suspend wholly or partly the application of the Protocol with immediate effect in the case of emergencies affecting its national safety.

The Contracting Party will inform as soon as possible the other Contracting Parties of such suspension, which will end as soon as the situation returns to normal.

Article 15: Relationship with the Agreement

As a measure to implement the principles laid down in the Agreement, the Protocol cannot depart from or be contrary to these principles. In case of incompatibility between the Protocol and the Agreement, the latter shall prevail. In case of incompatibility between the Protocol and another annex or protocol, such incompatibility shall be interpreted in light of the Agreement.

Article 16: Dispute Settlement

Any dispute between or among two or more Contracting Parties on the interpretation or application of the Protocol shall be settled directly or by amicable negotiation in the Joint Committee.

Article 17: Denunciation

Once entered into force, the Protocol cannot be denounced separately from the Agreement.

In witness whereof, the undersigned, being duly authorized, have signed this Protocol.

Done at Beijing on 20 March 2007 in six originals in the English language.

Signed:

For the Royal Government of Cambodia

(Signed) His Excellency Tram Iv Tek
Secretary of State, Ministry of Public Works and Transport

For the Government of the People's Republic of China

(Signed) His Excellency Weng Mengyong
Vice Minister of Communications

For the Government of the Lao People's Democratic Republic

(Signed) His Excellency Sommad Pholsena
Minister of Communication, Transport, Post and Construction

For the Government of the Union of Myanmar

(Signed) His Excellency Thura Thaug Lwin
Deputy Minister of Rail Transportation

For the Government of the Kingdom of Thailand

(Signed) His Excellency Sansern Wongcha-um
Deputy Minister of Transport

For the Government of the Socialist Republic of Viet Nam

(Signed) His Excellency Tran Doan Tho
Vice Minister of Transport