



Greater Mekong Subregion Cross-Border Transport Facilitation Agreement

Instruments and Drafting History

ADB



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Foreword

Regional cooperation and integration is one of the key strategic agendas of the Asian Development Bank (ADB). ADB strongly supports initiatives that strengthen and spread the benefits of regional cooperation and integration such as the Cross-Border Transport Facilitation Agreement (CBTA), a flagship initiative under the Greater Mekong Subregion (GMS) Economic Cooperation Program to promote transport and trade facilitation.

The CBTA was initiated by six GMS countries in response to the emerging necessity to strengthen the related software to complement large-scale investments in physical infrastructure in the GMS in order to achieve the benefits of greater economic connectivity. It addresses the need to enhance the subregion's competitive edge through the formulation of policies and rules that foster effective cross-border movement of people, goods, and services.

To date, all the GMS countries have fully ratified the CBTA main agreement and four countries have fully ratified the CBTA's 20 annexes and protocols and two countries are at various stages of ratification. The Third Joint Committee Meeting for the GMS CBTA on 17 June 2010 in Vientiane, Lao PDR, reported that the progress of the initial implementation of the CBTA in six GMS borders is on track. Institutional mechanisms for monitoring and ensuring the accelerated implementation of the CBTA were put in place. National Transport Facilitation Committees have been established in each country and the ministerial Joint Committee of the GMS CBTA was established at the regional level. The countries have concurred on the use of a subregional road transport permit, and the pilot operations of the Customs Transit and Temporary Admission System and the GMS road permit system, including CBTA "Fast Tracks" at border checkpoints, have commenced along the GMS East–West Economic Corridor.

However, in spite of the significant progress achieved in the CBTA program, new challenges have emerged and a lot remains to be done. During the course of the CBTA implementation, more issues and more problems that require better and more efficient solutions have materialized. Accordingly, in order to achieve concrete results, we need to be guided by the three I's— innovation, implementation, and impact. There is a need for continuous innovation to generate fresh approaches in providing solutions to operations bottlenecks, as well as to substantially improve efficiency of project implementation delivery mechanisms in order to generate the desired impacts in the field and in the entire region.

Congratulations to the GMS countries for steadfastly and diligently working in achieving transport and trade facilitation goals through the implementation of the CBTA. The road ahead might be challenging, but the future outlook is full of determination and optimism and what has been achieved so far is a clear demonstration that boosting growth and prosperity in the GMS is almost within reach.

Kunio Senga
Director General
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Asian Development Bank

Map of the Greater Mekong Subregion



10 GMS Basemap HR

Source: ADB.

Abbreviations

ADB	– Asian Development Bank
ADR	– European Agreement Concerning International Carriage of Dangerous Goods by Road
ASEAN	– Association of Southeast Asian Nations
CBTA	– Cross-Border Transport Facilitation Agreement
CHN	– People’s Republic of China
CTS	– Customs Transit and Temporary Admission System
ESCAP	– Economic and Social Commission for Asia and the Pacific
EWEC	– East–West Economic Corridor
HS	– harmonized system or highway standard
IMF	– International Monetary Fund
ISO	– International Organization for Standardization
IRU	– International Road Transport Union
KH	– Cambodia
LAO	– Lao People’s Democratic Republic
Lao PDR	– Lao People’s Democratic Republic
MOT	– Ministry of Transport
MOU	– memorandum of understanding
MPWT	– Ministry of Public Works and Transport
MYA	– Myanmar
NTFC	– National Transport Facilitation Committee
pcu	– passenger car unit
PDT	– projected daily traffic volume
PPHT	– planning peak hour traffic volume
PRC	– People’s Republic of China
RAL	– Reichs-Ausschuss für Lieferbedingungen (State Council for Terms of Delivery and Supply in German)
RETA	– regional technical assistance
SDR	– special drawing right
SEC	– Southern Economic Corridor
T	– Thailand
TIR	– Transports Internationaux Routiers (French for international road transport)
VN	– Viet Nam
WCO	– World Customs Organization
WHO	– World Health Organization
WTO	– World Trade Organization

Introduction

The GMS Program and the CBTA. In 1992, with support from the Asian Development Bank (ADB), the six countries along the Mekong River initiated the Greater Mekong Subregion (GMS) Economic Cooperation Program. At that time, increased traffic was already benefiting small businesses in areas served by new and improved roads and the GMS countries realized that providing subregional physical infrastructure is a necessary but not sufficient condition for increased connectivity and efficient flow of goods and people. Thus, in order to further increase and facilitate traffic and promote transport and trade facilitation, the Lao People’s Democratic Republic (Lao PDR), Thailand, and Viet Nam signed the Cross-Border Transport Facilitation Agreement (CBTA) in 1999. Cambodia later acceded to the agreement in 2001, followed by the People’s Republic of China (PRC) in 2002, and Myanmar in 2003. As a key component of the GMS Economic Cooperation Program, the CBTA is crucial for facilitating cross-border transport, trade, investment, tourism, and enhanced access to vital services in the subregion. It vividly demonstrates what is meant by the three Cs of the GMS program—improved connectivity, greater competitiveness, and the spirit of community. Since its inception, the CBTA has been progressively mainstreamed as an important pillar for contributing to a seamlessly connected subregion.

The Role of ADB. As a development bank, at the project level, in order to build on the growing regional connectivity of hard infrastructure, ADB has been working to promote cross-border transport facilitation and the development of a regional transport network. At the policy level, ADB supports the CBTA as an important regional cooperation and integration measure. ADB has functioned as an *honest broker*, i.e., by acting as a facilitator and coordinator during CBTA negotiation meetings and during the course of CBTA implementation; as a *knowledge bank*, by consolidating and updating the CBTA legal documents; as a *financier*, by providing and assisting the GMS countries in mobilizing financial resources for project preparation and execution; as a *capacity builder*, by assisting the GMS countries in strengthening their institutional capabilities to manage CBTA initiatives; and as a *coordinator*, by providing overall support and organization to managing CBTA project components. During the preparation of the CBTA, ADB collaborated and conducted extensive discussions with various international organizations, including the United Nations Economic and Social Commission for Asia and the Pacific (UNESCAP), to reflect the practices established by international conventions on cross-border land transport facilitation; the Association of Southeast Asian Nations (ASEAN), in order to ensure that the CBTA is consistent with the transport facilitation agreements forged by ASEAN (of which five of the six GMS countries are members); and the United Nations Economic Commission for Europe (UNECE), to learn from its experience in Europe in promoting cross-border land transport facilitation.

2 Greater Mekong Subregion Cross-Border Transport Facilitation Agreement

CBTA Scope and Coverage. The CBTA is a pioneering landmark accord, which consolidates, in a single legal instrument, all of the key nonphysical measures for efficient cross-border land transport. The CBTA includes mechanisms that enable (i) vehicles (on designated open routes), drivers (with mutual recognition of driving licenses and visa facilitation), and goods (with regimes for dangerous and perishable goods) to cross national borders through the GMS road transport permit system; (ii) avoidance of costly transshipment through a customs transit and temporary importation system and a guarantee system for goods, vehicles, and containers; (iii) the reduction of time spent at borders, through single-window inspection, single-stop inspection, information and communication equipment and systems for information exchange, risk management, and advance information for clearance; and (iv) increases in the number of border checkpoints implementing the CBTA in order to maximize its network effects and economies of scale.¹ When fully implemented, the CBTA will improve the efficiency of transport services by facilitating cross-border transport, complement economic corridors and physical infrastructure and investment, and create a more favorable environment for cross-border trade, investment, and tourism.

The CBTA and International Conventions. Accession to international transport facilitation conventions is a continuing process in which subregional agreements such as the CBTA are considered stepping stones. In order to formulate an agreement that would be accepted by the GMS countries and implemented without delay, the countries, with the assistance of the ADB drafting team, formulated and developed the CBTA to broadly incorporate provisions of the international conventions, while at the same reflecting the unique realities of the GMS countries. For instance, since some GMS countries had not acceded to many of the seven core conventions on international land transport recommended by UNESCAP in 1992,² in order to effectively address immediate concerns, the GMS countries took the collective approach of conforming with these international conventions through the CBTA. Eight annexes of the CBTA are based on the seven core conventions on international land transport, and the remainder of the seven annexes of the CBTA are closely related to other international conventions, agreements, and rules.³

Consistency with the WTO Framework. Notwithstanding that during the negotiations of the CBTA, some GMS countries had not yet become members of the World Trade Organization (WTO),⁴ throughout the drafting of the annexes and protocols in the negotiation meetings, due diligence was taken to ascertain that the CBTA annexes and protocols are aligned with the WTO framework. Hence, the CBTA is broadly consistent with the legal instruments of the WTO.⁵ While the CBTA in its limited scope does not expressly contain all trade facilitation measures of the WTO instruments, in its field of application it pursues the same goals as the WTO instruments, and the CBTA does not

¹ Experts' Group Meeting on Cross-Border Transport Facilitation Agreement and Customs Transit System, Chiang Mai, Thailand, August 2008.

² United Nations Economic and Social Commission for Asia and the Pacific (UNESCAP) Resolution 48/11 on Road and Rail Transport Modes in Relation to Facilitation Measures.

³ Report of UNESCAP-ADB Seminar on Facilitation of Cross-Border Transport Facilitation Agreement in the Greater Mekong Subregion, Vientiane, Lao PDR, January 2003.

⁴ Cambodia became a WTO member on 13 October 2004; Viet Nam became a WTO member on 11 January 2007; and Lao PDR, an observer, submitted an application for membership on 16 July 1997.

⁵ Summary of Proceedings of the GMS Cross-Border Transport Facilitation Agreement and World Trade Organization Experts' Group Meeting, Koh Samui, Thailand, August 2010.

contain any provisions that are directly incompatible with WTO precepts.⁶ For instance, the levying of transit charges amongst GMS countries was negotiated to be in line with the principles of the General Agreement on Tariffs and Trade (GATT) and the WTO.⁷

Evolving Process and Flexibility. The CBTA was designed to be flexible and to adapt to the changing needs and requirements of the subregion. The CBTA consists of three tiers: (i) a main agreement that contains the principles of the system, which is (ii) supplemented by a set of annexes containing technical details and protocols containing more time- and site-related variables, and (iii) bilateral and trilateral memoranda of understanding (MOUs) that provide detailed implementation arrangements. In this manner, the main instrument is not overloaded with details but is designed in such a way that the annexes and protocols can be amended as needed and that MOUs can be drafted in response to forthcoming implementation requirements.⁸ It takes into account present and forecasted traffic as well as the present and achievable general level of development of human resources and technical equipment in the region. This flexibility provides room for possible future amendments to accommodate expansion of the scope covered by the CBTA and new developments in transport facilitation such as adoption of modern innovations in information and communication technology (ICT) to enhance cross-border procedures.

Pragmatic and Practical Approach. The negotiations of the CBTA annexes and protocols were conducted from 2003 to 2005. Given the complexity of the entire undertaking, a staged approach in terms of ease of understanding and in reaching an agreement was adopted in negotiating the 20 annexes and protocols. The rationale behind having three stages of negotiations was to facilitate negotiations by first building mutual trust and confidence through the negotiation of an agreement based on the easiest annexes and protocols. Through building blocks established in the first two stages, its perceived effects, and early results, GMS countries would be in a better position to negotiate and agree on the more difficult annexes and protocols in the last stage. This practical approach also applied to the designation of routes and points of entry and exit included in the CBTA. Through this approach, the GMS countries can consider the high-priority transport links that will be completed soon and their associated border crossings.⁹

From Signing to Implementation. CBTA implementation has not been an easy process, moving from concept, to forging and concluding the agreement, to implementation. Harmonizing the varying interests and circumstances of six countries has not been easy, but the GMS countries have persevered with great effort and exerted strong political will. The GMS countries have displayed the admirable qualities of patience and determination. An indication of these efforts bearing fruit is the GMS countries' achieving consent and ratification of the main agreement and a large part of its annexes and protocols.

⁶ Bruce P. Winston, Kristiaan C. Bernauw, and Yushu Feng, *Study on the Assessment of the Consistency of the GMS CBTA to the WTO Framework*, August 2010.

⁷ ADB–UNESCAP Joint Study of Transit Charges under Protocol 2 of the GMS CBTA, November 2004.

⁸ There is a provision in each annex and protocol that any contracting party may propose amendments via the Joint Committee and that such amendments shall be subject to the unanimous consent of the contracting parties.

⁹ Presentation from Ronald Antonio Q. Butiong on Protocol 1 designation of corridors, routes, and points of entry and exit, Report of UNESCAP–ADB Seminar on Facilitation of Cross-Border Transport in the Greater Mekong Subregion, Vientiane, Lao PDR, January 2003.

4 Greater Mekong Subregion Cross-Border Transport Facilitation Agreement

The 20 annexes and protocols, which provide legal guidance for the implementation of the CBTA, were signed by all GMS countries in March 2007. As of November 2010, four countries had fully ratified the annexes and protocols, and two countries are at various stages of ratification. The GMS Road Transport Permit and the GMS Customs Transit and Temporary Admission System (CTS)—the subregional traffic rights system and the subregional customs guaranteeing system, respectively—have been established, and six borders including four GMS countries (PRC, Lao PDR, Thailand, and Viet Nam) have begun putting the CBTA into operation.¹⁰

Institutional Structure. During the drafting of the annexes and protocols, in order to ensure smooth negotiations and to have a solid and enforceable structure to put the CBTA into action, the GMS countries established concrete institutional mechanisms to monitor the CBTA. At the national level, each country established a National Transport Facilitation Committee and at the subregional level, the countries have established the Joint Committee of the GMS Cross-Border Transport Facilitation Agreement.¹¹ The Joint Committee is a standing body without legal personality, and consistent with its role in the GMS Economic Cooperation Program, ADB serves as the Secretariat of the Joint Committee and its subcommittees.

Private Sector Involvement. GMS countries recognize the pivotal role of the private sector in putting the CBTA into operation. This is evident in the blueprint of CBTA Annexes 6, 8, and 14, which contain the basis for the CTS,¹² which balances the interests of national governments and government monitoring and enforcement agencies on the one hand, and road transport operators and industry associations on the other. The system provides safeguards and controls where competing interests would otherwise be in conflict. Hence, success of this system and progress along economic corridors relies on coordination between the public sector (customs and other government agencies) and the private sector (guaranteeing organizations and road transport operators).¹³ With the CTS as the first subregional customs transit system in the region, it will necessarily take some time for all operational issues to be resolved during the course of implementation and for the national and border agencies to become accustomed and familiar with it. It is a new concept that requires changes in the traditional way of doing things. However, in the spirit of “no pain, no gain” and with the same spirit of cooperation as throughout the formulation of the CBTA, the GMS countries need to continue their close working relationship to minimize the pain and to maximize the gains from this new system.

Collective Efforts for Integration. The CBTA has been the result of sustained and collective efforts toward regional integration in the GMS. Everyone taking part in conceptualizing

¹⁰ Details of achievements and challenges in implementing the CBTA are provided in the Stocktaking of Progress in Achieving the Action Plan of the Second GMS CBTA Joint Committee Meeting, Report for the Third Joint Committee Meeting, Vientiane, Lao PDR. Part V also provides the implementation status of the CBTA.

¹¹ Article 29 of the CBTA main agreement called for the establishment of National Transport Facilitation Committees (NTFCs) and the Joint Committee of the GMS CBTA. NTFC members consist of more than 10 national ministries or agencies (director general-level) with a minister or vice-minister as its chairperson. The Joint Committee is composed of the six heads or chairpersons of the NTFCs (minister or vice minister). The subcommittees established under the Joint Committee are Transport, Customs, Health, and Immigration.

¹² Annex 6: Transit and Inland Customs Clearance Regime, Annex 8: Temporary Importation of Vehicles, and Annex 14: Container Customs Regime.

¹³ GMS Customs Transit and Temporary Admission System (CTS) Brochure, ADB, 2008.

and subsequently in implementing the CBTA has worked conscientiously to design an agreement that reflects international best practices while at the same time echoing the distinctive realities of the GMS countries. The CBTA legal instruments are “owned” by the GMS countries and this collection of documents reflects the work of hundreds of policy makers and legal officials in the areas of transport, customs, immigration, and quarantine from the six GMS countries, together with ADB staff and consultants who assisted the CBTA negotiation process. The interactive process of sharing views and ideas between and among GMS experts served as a platform for the exchange of information, integration of the different legal systems, and harmonization of regulatory regimes in transport and trade facilitation. It is hoped that this publication will be a useful tool for present-day and future policy makers to draw lessons from the CBTA, which can serve as a prototype for subregional transport facilitation agreements for the development of bilateral and multilateral agreements aimed at reducing nonphysical impediments to cross-border transport and trade.

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Editor's Note

For the present-day user and for posterity, this publication compiles in one place¹⁴ the complete set of documents that comprise the legal instruments of the Greater Mekong Subregion (GMS) Cross-Border Transport Facilitation Agreement (CBTA).¹⁵ It is expected to be very useful and convenient for users of the CBTA instruments. In addition, the drafting history explains the coming into being of certain provisions and thus can clarify their rationale and meaning in case of any doubt. The following explanations and annotations have been provided by the editing team¹⁶ in order to make this publication easier to use.

The Goal. The CBTA pursues the goal of “transport facilitation.” Facilitation means the removal of nonphysical hindrances that make movement of people, vehicles, and goods across national borders of the GMS countries more onerous, more time-consuming, and more expensive. In a larger context, the CBTA is expected to stimulate regional social and economic integration, and in that manner it aims at increasing prosperity and reducing poverty.

“Nonphysical” means non-visible, intangible, and, in the terminology of the World Trade Organization, “nontariff.” The term refers to regulatory (software) as opposed to infrastructure and equipment (hardware) barriers.

Unless expressly stated otherwise, in principle the CBTA does not relate to immigration and trade policy. The instrument only intends to provide a tool for more time- and cost-efficient trans-boundary movement. This goal of facilitation is pursued in all relevant fields of potential hindrances:

With respect to people: The CBTA pursues facilitated visa issuance (to the extent required), recognition of driving licenses, harmonized health inspection according to international standards, and customs exemptions for personal belongings.

With respect to transport operators: The CBTA contains a regime for the exchange of traffic rights, thus allowing transport operators established in one signatory state to operate in the other signatory states.

¹⁴ Certain attachments to annexes and protocols have not been included here because of their size and/or technical complexity.

¹⁵ This includes all documents that were (eventually) signed by all six GMS countries. Documents signed by fewer than six GMS countries have not been included in this compilation. Where applicable, the documents included were checked against the original signed or initialed versions. In some cases documents agreed by the countries drew upon documents prepared in other contexts, in which case the best available printed versions were used to ensure authenticity.

¹⁶ The editing team included Yushu Feng, Bruce P. Winston, Kristiaan C. Bernauw, Aileen Pangilinan, and Vichelle Roaring.

With respect to motor vehicles: The CBTA intends to allow motor vehicles to enter a host country on the basis of home country registration, technical standards, roadworthiness inspection, and insurance cover (to be achieved). It removes customs constraints by setting a temporary admission regime.

These measures with respect to transport operators and their vehicles avoid the change of vehicle and consequently the transshipment of goods at the border, thus avoiding the associated costs, delay, effort, and damage.

With respect to goods: By defining the health requirements and by providing a definition of prohibited goods and the special categories of goods requiring appropriate treatment, the CBTA avoids pretexts for banning the entry of cargo into the host country territory.

The CBTA also sets up a customs transit and temporary importation system on the basis of a permanent and collective guarantee, thus avoiding exhaustive physical inspections, deposits of bonds, and customs escorts.

Other miscellaneous measures: Harmonization and simplification of documents and procedures, use of a common language and standards, transparency in regulation, and innovative border management systems (such as single-window and single-stop inspection) are additional facilitation measures established by the CBTA.

The Approach. The system is designed to strike a balance between opening up the national territory of the signatory states to cross-border traffic of people, vehicles, and goods on the one hand, and the ability of their respective authorities to control and police this traffic on the other. To the extent possible, the CBTA endeavors to affect as little as possible existing national legislation and regulations of the signatory states, but in some respects the instrument requires compliance and adaptation of the national body of law.

For the signatory states, regional integration as supported by facilitation requires or entails a certain degree of relinquishing national sovereignty. The host country will have to accept, recognize, and rely on licenses issued as well as controls and inspections performed by the other signatory states. In order to enable such mutual recognition, the CBTA establishes a critical minimum level of harmonization of standards so as to create sufficient reciprocal trust among the signatory states.

In certain subject matters covered by the CBTA, international conventions provide a readily available solution. In some instances, the CBTA refers to these international conventions so as to automatically adopt in substance their latest version in force. In other instances, rather than adopting the relevant international conventions, the CBTA system has opted for a self-contained regime specially designed for and tuned to the region's needs, but inspired by the international conventions.

This approach offers the benefit of a tailor-made solution and allows a seamless transition to the international conventions later on, opening up the region to international traffic.

The Format. The CBTA consists of a main agreement that contains the principles of the system. It is supplemented by a set of annexes containing technical details and protocols containing more time- and site-related variables.

Consequently, as implementation measures the annexes and protocols cannot depart from or be contrary to the main agreement. For that reason, any incompatibility is to be interpreted in the light of the principles set out in the agreement.

The Implementation. Furthermore, in view of the evolving nature of this agreement and in order to provide readers with the most recent developments in CBTA implementation, a section on the implementation status of the CBTA is provided in the final chapter. Part V of this publication sets out the progress of the CBTA in three distinct stages: (i) initial manifestations of progress (2003–2007), (ii) significant progress achieved (2007–2011), and (iii) the way forward.

I. The Agreement, Instrument of Accession, Amendment, and Memoranda of Understanding

A. **GMS Cross-Border Transport Facilitation Agreement (Lao PDR, Thailand, and Viet Nam)**

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

The Governments of the Lao People’s Democratic Republic, the Kingdom of Thailand, and the Socialist Republic of Viet Nam, referred to hereinafter as the “Contracting Parties”;

Animated by the desire to maintain, further develop, and strengthen their friendly relations and cooperation;

Keen to contribute to further the development of their trade relations within the framework of the economic transition in many countries of the subregion;

Determined to promote collaboration in road transport;

Desirous to facilitate the movement of goods and people between and among the Contracting Parties in their common interest;

Recognizing that countries in the region have taken steps bilaterally and multilaterally to engage in cooperative arrangements to facilitate land transport;

Emphasizing their commitment to develop and maintain a mutually beneficial, smooth, swift, rational, and efficient system of transport and communication;

Recalling the United Nations Economic and Social Commission for Asia and the Pacific (ESCAP) Resolution 48/11 on Road and Rail Transport Modes in Relation to Facilitation Measures, and the Recommendations of the Third Meeting of the Subregional Transport Forum held in Kunming from 12 to 13 December 1996 under the Greater Mekong Subregion (GMS) Program;

Have agreed as follows:

Part I: General Provisions

Article 1: Purpose and Objectives

The objectives of the Agreement are:

- (a) to facilitate the cross-border transport of goods and People between and among the Contracting Parties;
- (b) to simplify and harmonize legislation, regulations, procedures, and requirements relating to the cross-border transport of goods and People; and
- (c) to promote multimodal transport.

Article 2: Scope of Application

- (a) The Agreement applies to cross-border (into, out from, or across the territory of one of the Contracting Parties) transport (either carried by a Vehicle or not, either conveyed commercially by public operators or privately, and either Transported for Own Account or for hire or reward) by road (including river crossing by ferry, where there is no bridge) of either goods or People.
- (b) Unless expressly stated otherwise, the Agreement does not deal directly with trade and immigration matters. Consequently, it does not affect the right of the Contracting Parties to make the admission to their territory subject to their laws and regulations on import/export/transit of goods and entry/exit/transit of People.

Article 3: Definitions of Terms Used in the Agreement

For the purposes of the Agreement, the following meanings shall apply to the underlined terms:

- (a) Agreement: this Agreement together with its Annexes and Protocols 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.
- (b) Annex: an attachment to the Agreement that will contain technical details. An Annex forms an integral part of the Agreement and will be equally binding.
- (c) Cabotage: internal transport between two points situated within the territory of one Contracting Party performed by a Transport Operator established in another Contracting Party.
- (d) Competent Authority: agency or agencies appointed by the government and responsible for the implementation of the Agreement.
- (e) Dangerous Goods: goods of the categories defined in Annex 1.
- (f) Domestic Traffic: transport within the territory of one Contracting Party.
- (g) Home Country: for People, the country of usual residence; for Transport Operators, the country of establishment; for Vehicles, the country of registration.
- (h) Host Country: the country where transport is performed.
- (i) Landlocked Country: a country that has no sea-coast.
- (j) Motor Vehicle: a power-driven Vehicle that is normally used for carrying People or goods by road of the types defined in Annex 2.

- (k) Non-Scheduled Transport Service: a transport service that does not qualify as a scheduled service.
- (l) People: refers to people engaged in transport operations and people not engaged in transport operations, including passengers and tourists.
- (m) Perishable Goods: goods of the categories defined in Annex 3.
- (n) Protocol: an attachment to the Agreement that will contain time- and/or site-specific variable elements. A Protocol forms an integral part of the Agreement and will be equally binding.
- (o) Road Transportation: includes river crossing by ferry where there is no bridge available.
- (p) Scheduled Transport Service: a transport service over a specified route, according to a fixed route table with predetermined stopping places and for which set fares are charged, accessible to everyone either on a first-come, first-served basis, or with prior booking.
- (q) Third Country: a country that is not a Contracting Party to the Agreement.
- (r) Transport Operator: a natural or legal private or public person who carries goods and/or People by road for reward.
- (s) Transport for Own Account: a transport operation that is an ancillary activity of an enterprise in view of moving its employees or the goods that are the object of its commercial activity in Vehicles owned by the enterprise and driven by its employees.
- (t) Transit Country: a country through the territory of which traffic in transit passes.
- (u) Transit Traffic: transport of goods across the territory of a Contracting Party when the passage through this territory is only a portion of a complete journey starting and ending beyond the frontiers of a Contracting Party across whose territory the traffic passes.
- (v) Vehicle: any means of road transport.

Part II: Facilitation of Border Crossing Formalities

Article 4: Facilitation of Border Crossing Formalities

The Contracting Parties shall gradually adopt the following measures in order to simplify and expedite border formalities, in accordance with Annex 4:

- (a) Single-window inspection: The different inspections and controls of People (passport/visa, driving license, foreign exchange, customs, health/epidemiological), Vehicles (registration, roadworthiness, insurance), and goods (customs, quality, phytosanitary/plant protection, veterinary) shall be carried out jointly and simultaneously by the respective Competent Authorities involved (e.g., customs, police, immigration, trade, agriculture, health department).
- (b) Single-stop inspection: The officials of the country pairs shall assist one another to the extent possible in the performance of their duties. The two adjacent national authorities will carry out their inspections jointly and simultaneously. Where the local configuration does not allow the installation of physically adjacent back-to-back frontier control posts, the control officials from one Contracting Party shall be allowed to perform their duties on the territory of the other Contracting Party.

- (c) Coordination of hours of operation: The Contracting Parties will coordinate the hours of operation of their adjacent frontier crossing control authorities.
- (d) Advance exchange of information and clearance: The Contracting Parties will work together to allow for advance exchange of information and clearance of goods and People.

Part III: Cross-Border Transport of People

Article 5: Visas

(a) For People Engaged in Transport Operations

The Contracting Parties undertake to grant visas to nationals of the other Contracting Parties engaged in transport operations and who are subject to visa requirements, multiple entry, transit, and exit visas for prolonged periods.

(b) For People Not Engaged in Transport Operations

The conditions and modalities of visa issuance will be elaborated in Annex 5.

Article 6: Transport of People

The performance of cross-border transport of People (such as Vehicles, transport routes, ticket pricing) will be clearly stipulated in Annex 5 and Protocol 1.

Part IV: Cross-Border Transport of Goods

Article 7: Exemption from Physical Customs Inspection, Bond Deposit, and Escort

- (a) The Contracting Parties undertake to exempt cargoes in international transit from:
 - (i) routine customs physical inspection at the border, (ii) customs escorts in the national territory, and (iii) the deposit of a bond as a guarantee for the customs duties.
- (b) For that purpose, the Contracting Parties undertake to institute a transit and inland customs clearance regime, as specified in Annex 6.

Article 8: Transit Traffic

- (a) The Contracting Parties grant freedom of transit through their territory for Transit Traffic to or from the territory of the other Contracting Parties.
- (b) Transit Traffic shall be exempt from any customs duties and taxes.
- (c) Charges relating to Transit Traffic other than customs duties and taxes shall be gradually levied in two steps:
 - Step 1: Charges concerning Transit Traffic other than customs duties and taxes shall be levied as determined in Protocol 2.
 - Step 2: Charges levied on Transit Traffic shall only be cost related.

Article 9: Phytosanitary and Veterinary Inspection

The Contracting Parties shall comply with international agreements related to the regulations of the World Health Organization, Food and Agriculture Organization, and Office International des Epizooties in applying inspection of goods crossing the border.

Article 10: Special Regimes for the Transport of Particular Categories of Goods

- (a) The Agreement shall not apply to the transport of Dangerous Goods, as defined in Annex 1.
- (b) The transport of Perishable Goods, as defined in Annex 3, shall be granted a priority regime for border crossing clearance formalities, set out in Annex 3, so that they may not be unduly delayed.

Part V: Requirements for the Admittance of Road Vehicles**Article 11: Admittance of Road Vehicles in Other Contracting Parties**

Subject to the conditions set out in this Part, the Contracting Parties shall admit to their territory Vehicles, whether left hand or right hand drive, (operated either commercially for reward or for own account or privately) registered by another Contracting Party.

Article 12: Registration

- (a) Vehicles in cross-border traffic shall be registered in their Home Country and in accordance with the rules set out in Annex 2.
- (b) The Vehicles shall bear identification marks (trademark of manufacturer, chassis and engine serial number), carry a registration certificate, display their registration number on a plate in the rear and the front, and display a distinguishing sign of the country where it is registered.

Article 13: Technical Requirements

Vehicles and containers traveling to the territory of other Contracting Parties shall satisfy the equipment safety and emissions standards in force in their Home Country. With respect to weights, axle loads, and dimensions, Vehicles traveling to the territory of other Contracting Parties must comply with the technical standards of the Host Country.

Article 14: Recognition of Technical Inspection Certificates

- (a) Vehicles traveling to the territory of other Contracting Parties shall be in good working order.
- (b) The Home Country is charged with the supervision of the roadworthiness of the Vehicles registered in its territory, based on which it will issue a technical inspection certificate.
- (c) The other Contracting Parties will recognize such technical inspection certificates.

Article 15: Road Traffic Regulations and Signage

The Contracting Parties undertake to gradually adopt their road traffic regulations and signage to the rules and standards set out in Annex 7.

Article 16: Compulsory Third-Party Motor Vehicle Liability Insurance

Motor Vehicles traveling to the territory of other Contracting Parties shall comply with the compulsory third-party motor vehicle liability insurance required in the Host Country.

Article 17: Driving Permits

The Contracting Parties shall recognize driving licenses issued by all other Contracting Parties in accordance with the Agreement on the Recognition of Domestic Driving Licenses issued by ASEAN Countries signed at Kuala Lumpur on 9 July 1985.

Article 18: Temporary Importation of Motor Vehicles

The Contracting Parties shall grant temporary admission to Motor Vehicles (and the fuel contained in its supply tanks, its lubricants, maintenance supplies, and spare parts in reasonable quantities) registered in the territory of another Contracting Party, without payment of import duties and import taxes, without depositing a Customs' guarantee bond and free of import prohibitions and restrictions, subject to re-exportation and subject to the other conditions laid down in Annex 8.

Part VI: Exchange of Commercial Traffic Rights

Article 19: Traffic Rights

Traffic rights shall be gradually exercised in two steps:

Step 1: Subject to the conditions set out in this Part, Transport Operators established in one Contracting Party may undertake the following transport operations:

- (a) transit through the other Contracting Parties;
- (b) inbound into another Contracting Party; and
- (c) outbound from another Contracting Party.

Step 2: Transport Operators established in one Contracting Party may, according to free market forces, undertake transport operations into, from, or across the territory of other Contracting Parties. Cabotage shall, however, only be permitted on the basis of a special authorization from the Host Country.

Article 20: Designation of Routes and Points of Entry and Exit

Protocol 1 defines permissible routes, and points of entry and exit for cross-border transport of goods and People.

Article 21: Licensing of the Transport Operator (Access to the Profession)

- (a) Transport Operators shall be licensed for cross-border transport operations by their Home Country according to the criteria set out in Annex 9.
- (b) The operating license cannot be sold or transferred by the legal entity to which it is issued.
- (c) The Host Country will recognize the operating license issued by the Home Country.

Article 22: Market Access

- (a) Any Transport Operator properly licensed for cross-border transport operations in its Home Country according to the criteria set in Annex 9, shall be entitled to undertake cross-border transport operations under the Agreement.

- (b) The Host Country shall grant permission to Transport Operators engaged in cross-border transport to establish representative offices for the purpose of facilitating their traffic operations.

Article 23: Free Market for Transport Services

Transport operation shall be gradually authorized in two steps:

Step 1: The Vehicles to be operated in accordance with the Agreement shall be designated in Protocol 3 of the Agreement. Transport frequency may be determined in Protocol 3. In addition, the time frame to implement Step 1 shall be determined in Protocol 3. The National Transport Facilitation Committee of each Contracting Party, as specified in Article 28, will exchange and issue the agreed number of permits each year.

Step 2: The frequency and capacity of the transport operations under the Agreement will not be subject to any restriction other than contained in the Agreement.

Article 24: Pricing and Conditions of Transport

- (a) Conditions of transport: The conditions of transport will conform to the rules set out in Annex 10.
- (b) Pricing: Price setting for cross-border transport will be free and determined by market forces, but subject to antitrust restrictions and supervision of the Joint Committee so as to avoid excessively high or low pricing.

Part VII: Infrastructure

Article 25: Road and Bridge Design Standards

- (a) Construction or reconstruction of the roads (including bridges) linking the countries and shown in Protocol 1 shall be carried out within the framework of national public works programs or with international financing.
- (b) Construction or reconstruction of the agreed roads (including bridges) shall be carried out in accordance with the minimum characteristics set out in Annex 11, to the extent permitted by available financial resources.
- (c) The Contracting Parties will ensure that the agreed roads are safe, secure, and in good condition. They undertake to carry out the necessary repairs.

Article 26: Road Signs and Signals

The Contracting Parties undertake to gradually bring the traffic signs and signals on their territory in line with the standards set in Annex 7.

Article 27: Border Crossing Facilities

The Contracting Parties undertake to build or upgrade the required infrastructure at the border crossing points and to staff them so as to assure speedy and efficient completion of frontier crossing formalities as specified in Annex 12.

Part VIII: Institutional Framework

Article 28: National Transport Facilitation Committees

The Contracting Parties will each establish a permanent National Transport Facilitation Committee chaired by a Minister or Vice Minister or its equivalent. It will bring together representatives of all parties concerned with the implementation of the Agreement.

Article 29: Joint Committee

- (a) Representatives of the respective National Transport Facilitation Committees will form together the Joint Committee.
- (b) The Joint Committee will monitor and assess the functioning of the Agreement. It will serve as a platform for discussion, a forum for amicable settlement of disputes, and it may address advice to the Contracting Parties and formulate proposals for amendment of the Agreement.

Part IX: Miscellaneous Provisions

Article 30: Observance and Enforcement of National Laws and Regulations

- (a) People, Transport Operators, and Vehicles shall comply with the laws and regulations in force in the territory of the Host Country.
- (b) The enforcement of the local laws and regulations will be the sole competence of the authorities of the Host Country, in whose territory the law was infringed.
- (c) The Host Country may temporarily or permanently deny access to its territory to a person, a driver, a Transport Operator, or a Vehicle that has infringed the provisions of the Agreement or its national laws and regulations.

Article 31: Transparency of Legislation, Regulation and Status of Infrastructure

The Contracting Parties undertake to make available in the English language a comprehensive brochure on the national laws, regulations, procedures and technical information relating to the cross-border transport of goods and People, as stipulated in the Agreement.

Article 32: Nondiscriminatory Treatment

The Contracting Parties undertake to provide equal and not less favorable treatment to the Vehicles, goods and People of the other Contracting Parties than to those of any Third Country, in the cross-border transport in accordance with the provisions of the Agreement.

Article 33: Assistance in the Case of Traffic Accidents

In case of a road traffic accident involving People, Transport Operators, Vehicles or goods from another Contracting Party, the Host Country will provide all possible assistance and notify the Competent Authorities of the Home Country as soon as possible.

Article 34: Multimodal Transport

The Contracting Parties undertake to promote multimodal transport operations via:

- (a) application of a uniform multimodal transport liability regime, set out in Annex 13a;
- (b) laying down of minimum qualifications for Multimodal Transport Operators, set out in Annex 13b; and
- (c) a special container customs regime as set out in Annex 14.

Article 35: Documentation and Procedures

- (a) The Contracting Parties recognize that documentation and procedures represent important time and cost elements affecting the efficiency of transit operations and agree to keep these costs and delays to a minimum.
- (b) The Contracting Parties therefore undertake to:
 - (i) limit the number of documents and reduce to the extent possible, procedures and formalities required for cross-border traffic;
 - (ii) provide English translation of all documents used for cross-border traffic;
 - (iii) align their documents to the United Nations layout key for trade documents;
 - (iv) harmonize, as far as possible, commodity codes and descriptions with those commonly used in cross-border trade, as set out in Annex 15;
 - (v) review periodically the need for and usefulness of all documents and procedures required for cross-border traffic;
 - (vi) eliminate any documents and formal requirements that are superfluous or do not serve any particular purpose;
 - (vii) undertake to conform all measurements with SI Units (the International System of Modern Metric Units), by 2005; and
 - (viii) give due advance notice to the other Contracting Parties of any additional requirement or modification in prescribed documentation and procedures to be introduced regarding cross-border traffic.

Part X: Final Provisions

Article 36: Ratification or Acceptance

The Agreement is subject to ratification or acceptance of the Governments of the Contracting Parties.

Article 37: Conforming National Law

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

Article 38: Reservations

No reservation to the Agreement shall be permitted.

Article 39: Entry into Force

The Agreement will come into force on the day that all the Contracting Parties have ratified, or accepted the Agreement.

Article 40: Suspension of the Agreement

Each Contracting Party may temporarily suspend the application of the Agreement 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 41: Relationship with Other International Instruments

The Agreement or any actions taken thereto shall not affect the rights and obligations of the Contracting Parties under any existing agreements or international conventions to which they are also Contracting Parties.

Article 42: Dispute Settlement

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

Article 43: Amendment

Any Contracting Party may propose amendments to the Agreement via the Joint Committee. The entry into force of such amendments shall be subject to the unanimous consent of the Contracting Parties.

Article 44: Denunciation

- (a) The Agreement may be denounced by any Contracting Party thereto after the expiration of two years from the date when it came into force by means of a notification addressed to the other two Contracting Parties.
- (b) The denunciation shall take effect one year after its notification.

In witness whereof, the undersigned, being duly authorized to sign the Agreement, have signed the Agreement on the Facilitation of Cross-Border Transport of Goods and People.

Done at Vientiane, on 26 November 1999 in three originals in the English language.

Signed:

For the Government of the Lao People's Democratic Republic

(Signed) His Excellency Phao Bounnaphol
Minister of Communication, Transport, Post and Construction

For the Government of the Kingdom of Thailand

(Signed) His Excellency Suthep Thaugsuban
Minister of Transport and Communications

For the Government of the Socialist Republic of Viet Nam

(Signed) His Excellency Le Ngoc Hoan
Minister of Transport

List of Annexes and Protocols

- Annex 1 Carriage of Dangerous Goods
- Annex 2 Registration of Vehicles in International Traffic
- Annex 3 Carriage of Perishable Goods
- Annex 4 Facilitation of Frontier Crossing Formalities
- Annex 5 Cross-Border Movement of People
- Annex 6 Transit and Inland Clearance Customs Regime
- Annex 7 Road Traffic Regulation and Signage
- Annex 8 Temporary Importation of Motor Vehicles
- Annex 9 Criteria for Licensing of Transport Operators for Cross-Border Transport Operations
- Annex 10 Conditions of Transport
- Annex 11 Road and Bridge Design and Construction Standards and Specifications
- Annex 12 Border Crossing and Transit Facilities and Services
- Annex 13a Multimodal Carrier Liability Regime
- Annex 13b Criteria for Licensing of Multimodal Transport Operators for Cross-Border Transport Operations
- Annex 14 Container Customs Regime
- Annex 15 Commodity Classifications System
- Annex 16 Criteria for Driving Licenses
- Protocol 1 Designation of Corridors, Routes, and Points of Entry and Exit (Border Crossings)
- Protocol 2 Charges Concerning Transit Traffic
- Protocol 3 Frequency and Capacity of Services and Issuance of Quotas and Permits

B. Amendment to the Agreement

Amendment 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

The Governments of the Lao People's Democratic Republic of the Kingdom of Thailand, and the Socialist Republic of Viet Nam, referred to hereinafter 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, signed on 26 November 1999, at Vientiane, referred to hereinafter as the "Agreement",

Referring also to the Ninth Conference of the Subregional Economic Cooperation under the Program of Economic Cooperation in the Greater Mekong Subregion (GMS) by which it was agreed that the adoption and signing of Framework Agreement for the Facilitation of the Cross-Border Movement of Goods and People by all six GMS countries should be completed by end of 2001,

Desiring to amend the Agreement to serve as a basis, at the initial stage, for the expansion of cooperation on transport of goods and people between and among countries in the GMS,

Have agreed as follows:

Article 1

The Contracting Parties agree that the first paragraph of the Preamble shall be replaced by the "Contracting Parties".

Article 2

The Contracting Parties agree that Paragraph (a) of Article 3: Definitions of Terms Used in the Agreement, shall be replaced by "Agreement: this Agreement together with its Annexes and Protocols for the Facilitation of Cross-Border Transport of Goods and People in the Greater Mekong Subregion".

Article 3

The Contracting Parties agree that Article 36 shall be replaced by:

"The Agreement is subject to ratification or acceptance of the Governments of the Contracting Parties. The signing, ratification, or acceptance, and entry into force of the agreement may be performed before and independently from the signing, ratification or acceptance, and entry into force of the Annexes and Protocols."

Article 4

The Contracting Parties agree that a new Article 36 (bis) be inserted after Article 36: Ratification or Acceptance, to read as follows:

“Article 36 (bis): Accession

The Agreement is open for accession by any country in the Greater Mekong Subregion. The instruments of accession shall be deposited with the Governments of the Contracting Parties.”

Article 5

Upon accession by a GMS country, the title of the Agreement will be automatically amended so as to include the name of the acceding country.

Article 6

The aforesaid Amendment to the Agreement is subject to ratification or acceptance of the Governments of the Contracting Parties.

Done at Yangon, on 29 November 2001, in three originals, in the English language.

Signed:

For the Government of the Lao People’s Democratic Republic

(Signed) His Excellency Somphong Monhkhonvilay
Minister of the Prime Minister’s Office

For the Government of the Kingdom of Thailand

(Signed) His Excellency Pongsakorn Laohavichien
Deputy Minister of Transport and Communications

For the Government of the Socialist Republic of Viet Nam

(Signed) His Excellency Le Ngoc Hoan
Minister of Transport

C. Instrument of Accession (Cambodia)

**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, as amended**

Whereas 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 has been signed at Vientiane on 26 November 1999, hereinafter "the Agreement";

Whereas the Agreement was modified by the Amendment signed at Yangon on 29 November 2001, hereinafter "the Amended Agreement";

Whereas according to its Article 36 bis, the Amended Agreement is open for accession by any country in the Greater Mekong Subregion;

Whereas according to the Article 36 bis, the instruments of accession shall be deposited with the Governments of the Contracting Parties;

Whereas the Kingdom of Cambodia has been invited to accede to the Amended Agreement;

Whereas responding to this invitation, the Kingdom of Cambodia has expressed its desire to accede to the Amended Agreement;

The undersigned Minister of Commerce, being duly authorized to sign

Hereby declares that the Kingdom of Cambodia accedes to the Amended Agreement and assumes the obligation to give due effect to its provisions and to faithfully carry out all of the clauses contained therein.

And in witness whereof, we have issued the present instrument of accession with our signature and seal affixed thereto.

Done at Yangon on 29 November 2001, in three originals in the English language for deposit with the Governments of the Lao People's Democratic Republic, the Kingdom of Thailand, and the Socialist Republic of Viet Nam.

Signed:

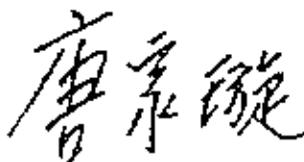
(Signed) His Excellency Cham Prasidh
Minister of Commerce

D. Instrument of Accession (PRC)

加 入 书

中华人民共和国国务院决定加入一九九九年十一月二十六日在万象制订并经二〇〇一年十一月二十九日在仰光签署的修正案修订的《老挝人民民主共和国政府、泰国政府和越南社会主义共和国政府便利货物及人员跨境运输协定》，同时声明：在中华人民共和国政府另行通知之前，本协定不适用于中华人民共和国香港特别行政区和澳门特别行政区。

中华人民共和国外交部长



二〇〇二年十一月三日于北京

(Translation)

Instrument of Accession

By the decision of the State Council of the People's Republic of China, the Government of the People's Republic of China accedes 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* done at Vientiane on 26 November 1999 as amended at Yangon on 29 November 2001. The State Council of the People's Republic of China hereby declares that the aforesaid Agreement does not apply to the Hong Kong Special Administrative Region and the Macao Special Administrative Region of the People's Republic of China unless notified otherwise by the Government of the People's Republic of China.

Signed:

(Signed) His Excellency Tang Jiaxuan

Minister of Foreign Affairs

People's Republic of China

Beijing, 3 November 2002

E. Instrument of Accession (Myanmar)

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 Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People, as amended

Whereas 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 was signed at Vientiane, Lao People's Democratic Republic on 26 November 1999, hereinafter referred to as "the Agreement";

Whereas the Agreement was modified by the Amendment signed at Yangon, Myanmar on 29 November 2001, hereinafter "the Amended Agreement";

Whereas according to its Article 36 bis, the Amended Agreement is open for accession by any country in the Greater Mekong Subregion;

Whereas according to the Article 36 bis, the instruments of accession shall be deposited with the Governments of the Contracting Parties;

Whereas the Kingdom of Cambodia deposited its Instrument of Accession to the Amended Agreement, signed in Yangon, Myanmar on 29 November 2001;

Whereas a Memorandum of Understanding on Clarification of the Relationship between the GMS Cross-Border Agreement and its Annexes and Protocols and Commitment to Amend Article 17 (Driving Permits) of the GMS -Border Agreement was signed among the Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Kingdom of Thailand, and the Socialist Republic of Viet Nam at Phnom Penh, Cambodia on 3 November 2002;

Whereas the People's Republic of China deposited its Instrument of Accession to the Amended Agreement signed in Phnom Penh, Cambodia on 3 November 2002;

Whereas the Union of Myanmar has been invited to accede to the Amended Agreement;

Whereas responding to this invitation, the Union of Myanmar has expressed its desire to accede to the Amended Agreement;

Whereas a Memorandum of Understanding for the Accession of the Union of Myanmar to the GMS Cross-Border Transport Facilitation Agreement was signed 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 at Dali City on 19 September 2003;

The undersigned Deputy Minister of Foreign Affairs, being duly authorized to sign; Hereby declares that the Union of Myanmar accedes to the Amended Agreement and assumes the obligation to give due effect to its provisions and to faithfully carry out all of the clauses contained therein upon the entry into force of the said Agreement.

And in witness whereof, we have issued the present instrument of accession with our signature thereto.

Done at Dali City, People's Republic of China on 19 September 2003, in five originals in the English language for deposit with the Governments of the Kingdom of Cambodia, the People's Republic of China, Lao People's Democratic Republic, the Kingdom of Thailand, and the Socialist Republic of Viet Nam.

Signed:

(Signed) **His Excellency Khin Maung Win**
Deputy Minister of Foreign Affairs

F. Memorandum of Understanding for the Accession of the Union of Myanmar to the GMS Cross-Border Transport Facilitation Agreement

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;

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, Lao People's Democratic Republic, amended at Yangon, Myanmar on 29 November 2001, acceded to by the Kingdom of Cambodia at Yangon, Myanmar on 29 November 2001, and acceded to by the People's Republic of China at Phnom Penh, Cambodia on 3 November 2002, hereinafter referred to as "the Agreement";

Referring also to the agreement of the Ninth Conference of the Subregional Economic Cooperation under the Program of Economic Cooperation in the Greater Mekong Subregion (GMS) on the adoption and signing of the Framework Agreement for the Facilitation of the Cross-Border Transport of Goods and People by all six GMS countries;

Recognizing that signing of the Agreement does not bind the signatories to signing of the Annexes and Protocols, which are to be negotiated and agreed separately, and that some of the provisions of the Agreement would remain ineffective without the necessary Annexes and Protocols;

HAVE AGREED AS FOLLOWS:

Article 1

The Contracting Parties to the Agreement undertake to specify in the relevant Annexes and Protocols a staged approach to the application of the Agreement to non-commercially operated vehicles between the Contracting Parties and the Union of Myanmar. The Government of the Union of Myanmar also undertakes to apply the Agreement to non-commercially operated vehicles within two years after the entry into force of the relevant Annexes and Protocols.

Article 2

The Contracting Parties to the Agreement recognize that many bridges in the Union of Myanmar are under improvement and at present some old bridges can stand only up to 21 tons. The Government of the Union of Myanmar will inform the Contracting Parties of the increasing allowable tonnage of the bridges after improvement from time to time.

Article 3

This Memorandum of Understanding becomes effective on the date of its signature.

Done at Dali City, People's Republic of China on 19 September 2003 in six originals in the English Language.

Signed:

For the Royal Government of Cambodia

(Signed) His Excellency Cham Prasidh
Minister of Commerce

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 Somphong Mongkhonvilay
Minister to Prime Minister's Office

For the Government of the Union of Myanmar

(Signed) His Excellency Khin Maung Win
Deputy Minister of Foreign Affairs

For the Government of the Kingdom of Thailand

(Signed) His Excellency Korn Dabbaransi
Deputy Prime Minister

For the Government of the Socialist Republic of Viet Nam

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

G. Memorandum of Understanding

**On
Clarification of the Relationship between the
GMS Cross-Border Transport Facilitation Agreement
and Its Annexes and Protocols¹⁷
and
Commitment to Amend Article 17 (Driving Permits) of the
GMS Cross-Border Transport Facilitation Agreement**

The Governments of the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic, the Kingdom of Thailand, and the Socialist Republic of Viet Nam;

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, Myanmar on 29 November 2001, and acceded to by the Kingdom of Cambodia at Yangon, Myanmar on 29 November 2001, hereinafter referred to as "the Agreement";

Referring also to the agreement of the Ninth Conference of the Subregional Economic Cooperation under the Program of Economic Cooperation in the Greater Mekong Subregion (GMS) on the adoption and signing of the Framework Agreement for the Facilitation of the Cross-Border Movement of Goods and People by all six GMS countries;

Recognizing that signing of the Agreement does not bind the signatories to signing of the Annexes and Protocols, which are to be negotiated and agreed separately, and that some of the provisions of the Agreement would remain ineffective without the necessary Annexes and Protocols;

Considering that Article 17 of the Agreement for the purpose of the mutual recognition of driving licenses refers to the Agreement on the Recognition of Domestic Driving Licenses, issued by ASEAN Countries signed at Kuala Lumpur on 9 July 1985, whereas unlike the other GMS Countries, the People's Republic of China is neither a member of ASEAN nor a signatory of the ASEAN Agreements;

HAVE AGREED AS FOLLOWS:

Article 1

The Contracting Parties to the Agreement undertake to specify in the relevant Annexes and Protocols a staged approach to the application of the Agreement to non-commercially operated vehicles between the Contracting Parties and the People's Republic of China. The Government of the People's Republic of China also undertakes to apply the Agreement

¹⁷ Formally known as 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.

to non-commercially operated vehicles within two years after the entry into force of the relevant Annexes and Protocols.

Article 2

The Contracting Parties to the Agreement hereby commit to amending Article 17 (Driving Permits) of the Agreement to the effect that:

The Contracting Parties shall mutually recognize the driving licenses issued by their respective competent authorities in accordance with an additional Annex (to be formulated) to the Agreement.

Article 3

This Memorandum of Understanding becomes effective on the date of its signature.

Done at Phnom Penh, on 3 November 2002 in six originals in the English language.

Signed:

For the Royal Government of Cambodia

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

For the Government of the Kingdom of Thailand

(Signed) His Excellency Prommin Lertsuridej
Deputy Prime Minister

For the Government of the Socialist Republic of Viet Nam

(Signed) His Excellency Vo Hong Phuc
Minister of Planning and Investment

H. Amendment to Article 17 of the Agreement

**Amendment to Article 17
of 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**

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 Article 2 of the Memorandum of Understanding 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, and

Referring to Article 43 of the Agreement on amendment of the Agreement,

HAVE AGREED AS FOLLOWS:

Article 1

The wording of Article 17 of the Agreement is amended to read as follows:

“Article 17: Driving Permits

The Contracting Parties shall mutually recognize the driving licenses issued by their respective competent authorities in accordance with Annex 16.”

Article 2

In the list of Annexes and Protocols attached to the Agreement the words “Annex 16: Criteria for Driving Licenses” will be inserted.

Article 3

This amendment to the Agreement is subject to the ratification or acceptance by all the Contracting Parties.

Article 4

The amendment to the Agreement will come into force on the day that all the Contracting Parties have ratified or accepted it.

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 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 Nikom 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

II. Annexes and Protocols

List of 20 Annexes and Protocols

Annex/Protocol	List of annexes and protocols	Signing date
Annex 1	Carriage of Dangerous Goods	16 December 2004
Annex 2	Registration of Vehicles in International Traffic	30 April 2004
Annex 3	Carriage of Perishable Goods	5 July 2005
Annex 4	Facilitation of Frontier-Crossing Formalities	30 April 2004
Annex 5	Cross-Border Movement of People	5 July 2005
Annex 6	Transit and Inland Clearance Customs Regime	20 March 2007
Annex 7	Road Traffic Regulation and Signage	30 April 2004
Annex 8	Temporary Importation of Motor Vehicles	20 March 2007
Annex 9	Criteria for Licensing of Transport Operators for Cross-Border Transport Operations	16 December 2004
Annex 10	Conditions of Transport	5 July 2005
Annex 11	Road and Bridge Design and Construction Standards and Specifications	30 April 2004
Annex 12	Border Crossing and Transit Facilities and Services	30 April 2004
Annex 13a	Multimodal Carrier Liability Regime	30 April 2004
Annex 13b	Criteria for Licensing of Multimodal Transport Operators for Cross-Border Transport Operations	16 December 2004
Annex 14	Container Customs Regime	20 March 2007
Annex 15	Commodity Classifications System	30 April 2004
Annex 16	Criteria for Driving Licenses	16 December 2004
Protocol 1	Designation of Corridors, Routes, and Points of Entry and Exit (Border Crossings)	30 April 2004
Protocol 2	Charges Concerning Transit Traffic	5 July 2005
Protocol 3	Frequency and Capacity of Services and Issuance of Quotas and Permits	20 March 2007

Annex 1: Carriage of Dangerous Goods

**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 3(e) and 10(a) of the Agreement, calling for this Annex to provide technical details,

HAVE AGREED AS FOLLOWS:

Article 1: Definition

The term “Dangerous Goods” shall mean those substances and articles, which may affect the interest of environment, health, safety, and national security.

Article 2: Classification

- (a) Dangerous Goods shall be divided into the following classes/divisions:
- Class 1: Explosives
 - Class 2: Gases
 - Division 2.1: Flammable gases
 - Division 2.2: Non-flammable, non-toxic gases
 - Division 2.3: Toxic gases
 - Class 3: Flammable liquids and liquid desensitized explosives
 - Class 4:
 - Division 4.1: Flammable solids, self-reactive substances, and solid desensitised explosives
 - Division 4.2: Substances liable to spontaneous combustion
 - Division 4.3: Substances which in contact with water emit flammable gases
 - Class 5:
 - Division 5.1: Oxidizing substances
 - Division 5.2: Organic peroxides
 - Class 6:
 - Division 6.1: Toxic substances
 - Division 6.2: Infectious substances
 - Class 7: Radioactive material
 - Class 8: Corrosive substances
 - Class 9: Miscellaneous dangerous substances and articles
- (b) Assignment of dangerous goods to the above classes/divisions shall be made consistent with the substantive provisions of Part 2 of the United Nations Recommendations on the Transport of Dangerous Goods/Model Regulations (UN Model Regulations), and/or the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR), signed in Geneva on 30 September 1957, including subsequent and future amendments thereto.

Article 3: Standards Governing the Cross-Border Movement of Dangerous Goods

If the Contracting Parties permit on a case-by-case basis the cross-border movement of Dangerous Goods as defined above, they should require the full application of the measures under the ADR and/or the UN Model Regulations in particular relating to:

- (a) packing and labeling of Dangerous Goods;
- (b) vehicle marking, handling, stowing, and lashing;
- (c) transport documentation and declaration;
- (d) crew training; and
- (e) precaution against fire and/or explosions.

Article 4: 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 5: 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 6: 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 7: Conforming National Law

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

Article 8: Reservations

No reservation to the Annex shall be permitted.

Article 9: 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 10: 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 11: 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 12: 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 2: Registration of Vehicles in International 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 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 Articles 3(j) and 12 of the Agreement, calling for this Annex to provide technical details,

HAVE AGREED AS FOLLOWS:

Article 1: Types of Motor Vehicles

A “motor vehicle” is a power-driven vehicle that is normally used for carrying people or goods by road. It also includes rigid motor vehicles, articulated vehicles (a prime mover drawing a semi-trailer), and semi-trailers (a vehicle drawn by a motor vehicle in such a manner that part of the trailer is superimposed on the motor vehicle and a substantial

part of the weight of the trailer and its load is borne by the motor vehicle). However, it does not cover vehicles that are only incidentally used for carrying persons or goods by road or for drawing on the road, such as agricultural tractors or road building contracting equipment. It also does not cover rail-borne vehicles, mopeds, and motorcycles. A diagram of motor vehicles specified in this Annex is in the Attachment.

Article 2: Registration Obligation

Motor vehicles and semi-trailers used in cross-border traffic shall be registered in their Home Country in accordance with the rules set out in this Annex.

Article 3: Use of Language and Characters

In vehicle identification marks, registration certificate, and registration plates, the particulars shall be entered in English language (in block and/or lowercase letters) and Arabic numerals. The prescribed use of English language and Arabic numerals shall not prohibit the repeating of the particulars by the parallel use of national language and characters.

Article 4: Identification Marks

- (a) Every motor vehicle in cross-border traffic shall bear the following identification marks:
 - (i) the name or the trademark of the manufacturer of the vehicle;
 - (ii) on the chassis or in the absence of a chassis, on the body, the manufacturer's production or serial number; and
 - (iii) on the engine, the engine number if such a number is placed on it by the maker (not for semi-trailers).
- (b) These identification marks shall be placed in accessible positions and shall be easily legible. In addition they shall be such that they cannot be easily altered or removed.

Article 5: Registration Certificate

- (a) Every motor vehicle in cross-border traffic shall carry a valid certificate of registration issued by the competent authority of its Home Country.
- (b) It shall bear the following particulars:
 - 1. **Basic Information**
 - 1.1 Title: vehicle registration certificate
 - 1.2 Name (and logo) of the issuing authority
 - 1.3 Address and contact data of the issuing authority (optional)
 - 1.4 Country (also via the distinguishing sign) of the issuing authority
 - 1.5 Authentication (seal/stamp, signature)
 - 1.6 Date of issuance of the vehicle registration certificate
 - 2. **The Registration Particulars**
 - 2.1 License plate, or registration number
 - 2.2 The distinguishing sign of the country of registration
 - 2.3 Date of first registration
 - 2.4 The period of validity if not unlimited
 - 3. **The Particulars of the Owner/Holder of the Certificate**
 - 3.1 Full Name
 - 3.2 Address

4. The Particulars of the Vehicle

- 4.1 Type: Truck, bus, passenger car, etc.
- 4.2 Body
 - 4.2.1 Brand/trademark
 - 4.2.2 Model/code (if applicable)
 - 4.2.3 Color (RAL code)
 - 4.2.4 Year of manufacture (if available)
 - 4.2.5 Chassis serial number
 - 4.2.6 Number of axles
 - 4.2.7 Empty weight (tare) (trucks and buses) (Painting of this information on the body of the truck or bus is optional.)
 - 4.2.8 Gross weight (trucks) or seat capacity (buses) (Painting of this information on the body of the truck or bus is optional.)
- 4.3 Engine
 - 4.3.1 Brand (if different from body)
 - 4.3.2 Number of cylinders
 - 4.3.3 Capacity
 - 4.3.4 Horsepower
 - 4.3.5 Serial number

Article 6: Registration Plate

Every motor vehicle in cross-border traffic shall display its registration number on a special flat vertical plate(s) fixed at the front and at the rear of the vehicle at right angles to the vehicle's median longitudinal plane, legible at a distance of 35–40 meters. The surface of the plate may be of a reflecting material. Semi-trailers need to display the registration number at least at the rear.

Article 7: Distinguishing Nationality Sign

- (a) Every motor vehicle in cross-border traffic shall in addition to its registration number, display at the rear a distinguishing sign of the country in which it is registered. This distinguishing sign shall consist of one to three letters in capital Latin Characters, at least 0.08 meter high and with strokes at least 0.01 meter wide. The letters shall be painted in black on white background in the shape of an ellipse with the major axis horizontal.
- (b) The distinguishing sign shall not be incorporated in the registration number or be affixed in such a way that it could be confused with that number or impair its legibility.
- (c) The way of display shall follow the rules with respect to the registration number.
- (d) The distinguishing sign for the motor vehicles of each Contracting Party shall be as follows:
 - Cambodia: KH
 - People's Republic of China: CHN
 - Lao People's Democratic Republic: LAO
 - Myanmar: MYA
 - Thailand: T
 - Viet Nam: VN

Article 8: Mutual Recognition

Each Contracting Party shall recognize the motor vehicle registration plate, the motor vehicle registration certificate, and the motor vehicle inspection certificate and/or inspection mark issued by the competent authority(ies) of the other Contracting Parties.

Article 9: 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 10: 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 11: 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 12: Conforming National Law

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

Article 13: Reservations

No reservation to the Annex shall be permitted.

Article 14: 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 15: 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 16: Relationship of the Attachment to the Annex

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

Article 17: 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 18: Denunciation

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

Annex 2 Attachment: Diagram of Motor Vehicles

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 2 Attachment: Diagram of Motor Vehicles



Passenger Car

Maximum permissible mass of 3,500 kg
Maximum of eight passenger seats
(in addition to the driver's seat)



Bus (Coach)

More than eight passenger seats
(in addition to the driver's seat)



Rigid Truck

Maximum permissible mass of
more than 3,500 kg



Articulated Vehicle

Tractor + Semi-trailer

Note: The references to weight above are for the sole purpose of categorizing vehicles.

Annex 3: Carriage of Perishable Goods

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 3(m) and 10(b) of the Agreement, calling for this Annex to provide technical details,

HAVE AGREED AS FOLLOWS:

Part I: General Provisions

Article 1: Definition

For the purpose of this Annex, “Perishable Goods” shall mean organic substances or living organisms that are vulnerable to easy deterioration beyond marketability or to death

under the combined effect of duration and conditions of transport such as temperature (heat or cold), humidity or draught, or movement.

Article 2: Priority Regime

- (a) Perishable Goods listed in the Attachment shall be granted a priority border crossing clearance regime according to the order set out in Article 9 of Annex 4 to the Agreement. This list may be modified from time to time subject to agreement by the Contracting Parties through the Joint Committee.
- (b) For the purpose of transport facilitation, the Contracting Parties shall inform each other of their respective lists of Perishable Goods for which quarantine clearance can be expedited, and any changes thereof, through the points of contact called for in Article 4(b) of this Annex.

Article 3: Health, Sanitary, and Phytosanitary Requirements and Documentation

Perishable goods shall be transported across the border only if they meet the relevant national health, sanitary, and/or phytosanitary regulation(s) and are accompanied by the relevant national health, sanitary, and/or phytosanitary certificate(s)/document(s). Relevant parts of both requirements shall be in accordance with Article 9 of the Agreement.

Article 4: Institutional Mechanism

- (a) The Contracting Parties shall coordinate their activities for the implementation of this Annex, and resolve any issues arising therefrom through the Health/Sanitary and Phytosanitary Sub-committee of the Joint Committee, established on 30 April 2004 in Phnom Penh, and other such mechanisms between and among them.
- (b) The Contracting Parties shall notify each other of their respective points of contact for the implementation of this Annex, and of any changes thereof.

Article 5: Standards for Particular Categories of Perishable Goods

For two particular categories of perishable goods, i.e., (a) live animals, and (b) perishable foodstuffs for human consumption, live and ornamental plants, and cut flowers, this Annex provides more detailed transportation standards.

Article 6: Recommendatory Nature of Standards

Parts II and III of this Annex provide recommendations that may serve as guidance for the Contracting Parties in their regulation of the cross-border carriage of (a) live animals, and (b) perishable foodstuffs for human consumption, live and ornamental plants, and cut flowers.

Part II: Live Animals

Article 7: Scope of Application

This Part should apply to the cross-border carriage of live animals by road transport vehicles.

Article 8: Fitness

An animal should be transported only if it is fit for the intended journey. An animal that is ill or injured should not be considered fit for transportation. The same goes for animals in the perinatal period.

Article 9: Marking of the Means of Transportation

Vehicles and containers in which animals are transported should be marked with a symbol indicating the presence of live animals and a sign indicating the animals' upright position.

Article 10: Comfort, Safety, and Hygiene

- (a) Animals should not be transported in a way that may cause injury or unnecessary suffering of that animal. Care should be taken not to subject the animals to sudden changes of speed or direction.
- (b) The means of transportation should be easy to clean, escape-proof, and so constructed and operated as to withstand the weight of the animals, to avoid injury and unnecessary suffering, and to ensure their safety during transport.
- (c) Animals should be loaded in means of transportation that are equipped with a dropping collecting device and that have been thoroughly cleaned and where appropriate disinfected.
- (d) Dead animals, litter, and droppings should be removed as soon as possible and disposed of in accordance with relevant national health/sanitary regulations.
- (e) Lactating animals not accompanied by their suckling young should be milked at intervals of about 12 hours.

Article 11: Space Requirements

Animals should be provided with adequate space in the means of transport so that they may stay in their natural position (standing, sitting, or lying down as the case may be) and when necessary, with partitions to protect them from motion of the means of transport. The loading density should allow sufficient ventilation and air space.

Article 12: Shelter and Ventilation

The means of transport should be constructed and operated so as to protect animals against inclement, extreme, or unfavorable weather conditions and marked differences in atmospheric conditions. Among other things, they should be equipped with a roof and a sufficient number of vents or other means of ensuring that it is adequately ventilated.

Article 13: Segregation

- (a) Animals that are naturally hostile to each other because of group, age, sex, or origin should be kept separated from each other.
- (b) Animals with different sanitary requirements should not be transported in the same means of transport.
- (c) Animals transported should be segregated from persons or other species of animals.

Article 14: Care and Medical Treatment

- (a) Appropriate care is to be administered to the animal transported.
- (b) Animals fallen ill or injured en route should receive first aid treatment as soon as possible; they should be given appropriate veterinary treatment and, if necessary, undergo emergency slaughter in accordance with relevant national health/sanitary regulations.
- (c) Sedation should not be administered, unless in exceptional circumstances and then only under the direct supervision of a veterinarian.

Article 15: Inspection Arrangements

The means of transport should allow easy observation and inspection of the animals contained therein (e.g., via a window or hatch).

Article 16: Transport Time

- (a) Animals should be transported without delay. The Contracting Parties should make arrangements in order to expedite the transport of live animals. Live animal consignments should benefit from a priority regime in the border clearance order according to Article 9 of Annex 4 to the Agreement.
- (b) For journeys exceeding 24 hours, the itinerary is to be chosen so as to allow a staging point, where the animals are rested, fed, and watered, and if necessary unloaded and given accommodation. Places and duration of time for unloading animals should be defined in accordance with relevant national health/sanitary regulations.

Part III: Perishable Foodstuffs and Other Perishable Commodities**Article 17: Scope of Application**

This Part should apply to the cross-border carriage by road transport vehicle of perishable foodstuffs for human consumption, live and ornamental plants, and cut flowers.

Article 18: Hygiene of Means of Transportation

- (a) The inside surfaces of the means of transportation should be finished in such a way that they resist corrosion and are inert vis-à-vis the products carried and do not transfer substances to the products carried. They should be smooth and constructed of a material that is waterproof, and easy to clean and to disinfect.
- (b) Except for the required ventilation and water drainage, the cargo hold should allow the hermetic and watertight closing so as to avoid the inward or outward movement of dust, dirt, soil, and pests (e.g., microbes, vermin, insects), and to protect the products and the surrounding environment from mutual influences, contamination, and impairment. Any required ventilation and water drainage should be designed so as to take place in a closed circuit.
- (c) The means of transportation used for perishable foodstuffs should not be used for conveying live animals or other products that may be detrimental to or contaminate the foodstuff unless they have, after unloading of those products, been thoroughly cleansed, disinfected, and where necessary deodorized.

Article 19: Segregation

Fresh foodstuffs should not be transported with live animals. Fresh foodstuffs should also not be transported with other products that may contaminate, affect their hygiene, or give them a smell, unless the fresh foodstuffs are packaged in such a way as to provide satisfactory protection.

Article 20: Ventilation

Appropriate ventilation should be provided to regulate the degree of humidity in the cargo hold.

Article 21: Drainage

Adequate drainage should be provided in order to evacuate the condensation and melting water so as to prevent damage to the products and the environment.

Article 22: Transport Time

Perishable foodstuffs should be transported without delay. They should benefit from a priority regime in the border clearance order according to Article 9 of Annex 4 to the Agreement.

Article 23: Temperature

The temperature of the cargo should be maintained throughout the journey in accordance with international standards, such as those set out in the latest edition of the Perishable Cargo Manual of the International Air Transport Association and the Agreement on the International Carriage of Perishable Foodstuffs and on the Special Equipment to be Used for Such Carriage ("ATP"), Geneva, 1 September 1970.

Article 24: Transportation of Live and Ornamental Plants and Cut Flowers

- (a) Plant Health: Transportation should be restricted to only healthy pest-free plants.
- (b) Segregation: Fresh cut flowers should be segregated from ripening fruits, leaves, and trimmings and other sources of ethylene gas, which induces their decay.
- (c) Packaging: Live plants should be packaged in a filling compound, in a manner to minimize desiccation, movement, and damage during transport and to allow ventilation.
- (d) Ventilation: Live plants should be stored in such a manner that they have adequate ventilation.
- (e) Humidity: For live plants, shipment containers should be kept dry and not be exposed to desiccating conditions. For fresh cut flowers, a high relative humidity (e.g., 95% to 98%) should be maintained in order to avoid drying out.
- (f) Temperature: Shipment containers should not be left exposed to the sun, extreme heat, or freezing conditions. Appropriate temperature should be maintained for fresh cut flowers (e.g., 2°C to 4°C, and 10°C for tropical species).
- (g) Labeling: Live plants should be provided with durable waterproof labels or tags stating:
"LIVE PLANTS – NO EXTREME HEAT OR COLD" on all sides and top. The label or tag should be completed with appropriate restrictions.

“THIS SIDE UP” with arrows indicating the top should always be used where appropriate.

- (h) Watering: Clean water should be used to store live and ornamental plants and cut flowers.

Part IV: Final Provisions

Article 25: 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 26: 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 27: 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 28: Conforming National Law

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

Article 29: Reservations

No reservation to the Annex shall be permitted.

Article 30: 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 31: 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 32: Relationship of the Attachment to the Annex

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

Article 33: 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 34: Denunciation

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

Annex 3 Attachment: List of Perishable Goods

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

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 Bui Ba Bong
Vice Minister of Agriculture and Rural Development

Annex 3 Attachment: List of Perishable Goods

1. Foodstuffs

1.1 Plant Products (fresh, chilled, frozen)

- 1.1.1 Fruits and vegetables
- 1.1.2 Other crops and crop products

1.2 Animal Products

- 1.2.1 Meat and meat products (fresh, chilled, frozen, cooked)
 - 1.2.1.1 Bovine meat
 - 1.2.1.2 Bovine meat products
 - 1.2.1.3 Porcine (swine) meat
 - 1.2.1.4 Porcine meat products
 - 1.2.1.5 Poultry meat
 - 1.2.1.6 Poultry meat products
 - 1.2.1.7 Lamb/sheep and goat meat
 - 1.2.1.8 Lamb/sheep and goat meat products
 - 1.2.1.9 Horse meat
 - 1.2.1.10 Horse meat products
 - 1.2.1.11 Other meat
 - 1.2.1.12 Other meat products
- 1.2.2 Aquatic animals and aquatic animal products (fresh, chilled, frozen, cooked)
 - 1.2.2.1 Fish, crustacean, molluscs, and cephalopods
 - 1.2.2.2 Fish, crustacean, mollusc, and cephalopod products
 - 1.2.2.3 Other aquatic animals
 - 1.2.2.4 Other aquatic animal products
- 1.2.3 Dairy and dairy products (fresh, chilled, frozen, pasteurized)
- 1.2.4 Egg and egg products (fresh, chilled, frozen, cooked)

2. Non-Foodstuffs

2.1 Plant Products

- 2.1.1 Cut fresh or chilled flowers
- 2.1.2 Live ornamental plants
- 2.1.3 Live aquatic plants
- 2.1.4 Other plant parts (e.g., for propagation or research)

2.2 Animal Products

- 2.2.1 Offal
- 2.2.2 Viscera (organs)
- 2.2.3 Carcass
- 2.2.4 Blood
- 2.2.5 Skin and hide
- 2.2.6 Hatching eggs
- 2.2.7 Semen and embryo

2.3 Medical and Veterinary Items (refrigerated and frozen)

2.3.1 Blood, blood plasma, and serum

2.3.2 Vaccines

2.3.3 Biological laboratory reagents

2.3.4 Pathological, biological, and serological materials for research and diagnostic purpose

3. Live Animals

3.1 Cattle and Buffalo

3.2 Sheep and Goats

3.3 Pigs

3.4 Rabbits

3.5 Poultry

3.6 Birds

3.7 Horses

3.8 Aquatic Animals

3.9 Pets (e.g., dogs and cats)

3.10 Laboratory Animals

3.11 Animals for Public Entertainment

3.12 Zoo Animals

3.13 Silkworms

3.14 Bees

3.15 Other Live Animals

Annex 4: Facilitation of Frontier Crossing Formalities

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 4 of the Agreement, calling for this Annex to provide technical details,

HAVE AGREED AS FOLLOWS:

Article 1: Aim

The Contracting Parties shall endeavor to arrange to the utmost extent possible for border crossing formalities to be facilitated through simple, efficient, and speedy treatment.

Article 2: Scope

This annex applies to all cross-border movement of persons, vehicles, and goods by road also as part of a multimodal transport operation.

Article 3: Consultation, Cooperation, Coordination, and Harmonization

- (a) The Contracting Parties will consult in the Joint Committee about any distortions reported in the smooth course of the border crossing formalities and will swiftly alter any procedures and practices to remedy any malfunctions.
- (b) The Contracting Parties will coordinate their border control posts with respect to:
 - The operating hours;
 - The type of available inspection services in the respective border crossing point – (customs, quarantine, quality control/ inspection, health, immigration, etc.); and
 - Which types of goods are subject to which types of border crossing clearance.Also in the border crossing stations referred to in Protocol 1, inspection services will be available 24 hours a day, seven days a week, either through permanent staffing or by opening on request when a notice has been sent in advance, so as to assure clearance outside normal business working hours or otherwise, to be coordinated by the country pairs.
- (c) The Contracting Parties will coordinate their inspection and/or clearance procedures and practices in use (e.g., single-window inspection).
- (d) The Contracting Parties shall take into account the compatibility of electronic or other means of communication and data processing equipment and software format, with systems in use in the other Contracting Party when introducing, replacing, or upgrading them.

Article 4: Single-Window Inspection

- (a) The Contracting Parties shall take the necessary measures to develop the simultaneous inspection and control of people, goods, and vehicles by their respective authorities.
- (b) Modalities

The single-window inspection procedure can be achieved through simultaneous performance of their duties by the respective competent authorities.

Alternatively, those other authorities may for that purpose delegate their competence to one another authority present at the border (e.g., the Customs Authorities) to perform it on their behalf.

Article 5: Single-Stop Customs Inspection

The Contracting Parties undertake to cooperate in order to achieve the “single-stop” practice with respect to Customs inspection.

- (a) Definition

Single-Stop Customs Inspection consists of subjecting the transport operation to customs inspection only once for the purpose of crossing the border between the adjacent countries.
- (b) Suggested Modalities

Single-stop customs inspection can be achieved, e.g., in, the following ways (a non-exhaustive list):

1. Joint Inspection

The two adjacent national customs authorities carry out their inspection and control jointly and simultaneously. The customs officers of the adjacent countries assist one another to the extent possible in the performance of their duties.

2. Split Arrangement

The customs authorities from one Contracting Party specialize in a particular function, while the customs authorities from the other Contracting Party specialize in another function, e.g., according to traffic direction (outbound/inbound) or type of carriage (passenger/cargo).

3. Performance in the Foreign Territory

The customs officers from one Contracting Party are allowed to perform their duties on the territory of the other Contracting Party.

4. Delegation of Authority/Mutual Recognition of Inspection

A Contracting Party delegates its inspection and control competence to the customs officers of the other adjacent Contracting Party to perform it on its behalf. Contracting Parties may mutually recognize the inspections performed by each other's customs authorities.

5. Combinations

Also combinations of the abovementioned modalities are practicable.

(c) Implementation by MOU

The particular modality of the single-stop customs inspection procedure will be agreed upon by the bordering country pairs via a bilateral Memorandum of Understanding per border crossing identified in Protocol 1.

Article 6: Harmonization, Simplification, and Language of Documents

(a) Harmonization

The Contracting Parties shall endeavor to further the use of documents relevant for border crossing formalities, aligned to the international standards and practices (e.g., for goods: the United Nations Layout Key [see the Attachment to this Annex]).

(b) Simplification

The Contracting Parties shall limit and/or reduce and eliminate the number and extent of the procedures and documents required for border crossing formalities as much as possible.

(c) Language

In addition to the national language, all documents will be drawn up in English. In the event of any difference in meaning, reference will be made to the English-language version.

Article 7: Exchange of Information

The Contracting Parties will exchange through the office of the Joint Committee comprehensive information in English about their border crossing legislation, regulation, formalities, procedures, and practices, and their subsequent changes. This information will preferably be disseminated via publication on the Internet.

Article 8: Advance Exchange of Cargo Clearance Information

As soon as available, the authorities in the country of departure will dispatch the relevant border crossing clearance documents to their corresponding Host Country Authorities by

all appropriate means of communication (courier, mail, facsimile, telex, electronic form, etc.)

Article 9: Priority Order of Border Crossing Clearance

The priority for the border crossing formalities shall be in the following order without prejudice to quarantine regulations:

1. sick passengers, passengers;
2. Perishable Goods (including fresh food);
3. live animals; and
4. other merchandise.

Article 10: Reduction of Routine and Exhaustive Physical Inspection Practice

- (a) The Contracting Parties will endeavor to reduce the practice of routine physical exhaustive inspection, when not absolutely necessary for the interests of the Host Country.
- (b) Transit cargo without risk for contamination or other safety risk for the transit country shall be dispensed from sanitary or other inspection, without prejudice to necessary disinfection treatment and supervision of means of transport.
- (c) Customs inspection may be performed by random testing, supplemented by inspections when an irregularity is suspected.

Article 11: Availability of Required Facilities and Personnel

The Contracting Parties will see to it that the required facilities and personnel for the smooth performance of border crossing formalities (as set out in Annex 12) are available in the crossing points mentioned in Protocol 1.

Article 12: 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 13: 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 14: 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 15: Conforming National Law

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

Article 16: Reservations

No reservation to the Annex shall be permitted.

Article 17: 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 18: 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 19: Relationship of the Attachment to the Annex

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

Article 20: 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 21: Denunciation

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

Annex 4 Attachment: United Nations Layout Key for Trade Documents

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 4 Attachment: United Nations Layout Key for Trade Documents

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 5: Cross-Border Movement of People

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 5 and 6 of the Agreement, calling for this Annex to provide technical details,

HAVE AGREED AS FOLLOWS:

Part I: General Provisions

Article 1: Definitions

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

- (a) Accompanied Luggage: luggage that travels with the passenger on the same means of transportation.

- (b) Carrier: a person who undertakes to carry for reward or gratuitously in the course of his/her business, a passenger and, where appropriate, the latter's luggage.
- (c) Delay: delay in the performance of the carriage when it did not arrive at the destination within the agreed period or in the absence of such an agreement, within the normal period of time required for a due diligent carrier in the same circumstances.
- (d) Force Majeure: circumstances resulting in injury, loss, damage, or delay that the carrier could not foresee and avoid, and the consequences of which the carrier was unable to prevent or control.
- (e) Hand Luggage: luggage kept by the passenger with him/her during the carriage.
- (f) Passenger: any person who, in the performance of a contract of carriage made by him/her or on his/her behalf, is carried by a carrier either for reward or gratuitously in the course of the latter's business.
- (g) Registered Luggage: luggage taken over from the passenger by the carrier for the purpose of the carriage.
- (h) Remarks: statements made by the carrier or the passenger on the condition of the luggage upon its taking over or delivery.
- (i) Special Drawing Right (SDR): 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.
- (j) Transport Operator: a natural or legal, private or public person, who carries goods and/or People by road for reward.
- (k) Unaccompanied Luggage: luggage conveyed like cargo, normally not on the same means of transportation as the passenger.

Part II: Immigration (Entry/Exit), Health, and Customs Control

Article 2: Valid Travel Documents and Visas

- (a) **Passport or International Travel Document for People Crossing the Border**

People crossing the border shall carry a valid passport or international travel document in lieu of passport. Each Contracting Party shall provide the other Contracting Parties with specimens of passports or international travel documents in lieu of passports through diplomatic channels. People crossing the border shall meet the visa requirements of the Host Country, unless exempted in accordance with bilateral or regional agreements or Host Country laws and regulations.
- (b) **Visa Issuance Conditions and Procedures**
 - (i) **General Conditions for People Crossing the Border**
 - Issuance formalities, conditions, procedures, types, and characteristics of visas shall be subject to laws and regulations of the Host Country, except as provided in this Annex.
 - The time for issuance or refusal of a visa shall be no more than 10 working days.
 - (ii) **Specific Conditions for Driver/Crew of Commercially Operated Road Vehicles (hereinafter referred to as driver/crew)**

- Period of Visa Validity
The driver/crew shall be issued by the Host Country a multiple entry/exit visa for a minimum validity period of one year. Shorter durations of the validity period and lesser entry/exit frequency may be allowed upon request by the applicant.
- Required Documents To Support the Application
The application for a visa by a driver/crew member shall be supported by a certificate of employment issued by an authorized Transport Operator of the Home Country licensed in accordance with the requirements of Annex 9 to the Agreement. The applicant driver shall also submit a copy of his/her driving license issued in accordance with Annex 16 to the Agreement.

(c) Language

In addition to any national language(s), all particulars in passports or international travel documents in lieu of passports and visas shall also be expressed in English language.

Article 3: Health Inspection of People

- (a) General: The Host Country shall apply its national laws and regulations in compliance with the International Health Regulations of the World Health Organization (WHO).
- (b) Principle: no examination.
As a rule, people who:
- (i) carry the prescribed WHO health documents;
 - (ii) do not come from and have not passed through a known infected or risk area; and
 - (iii) do not show any external symptoms of a contagious disease endangering public health
- will not be subjected to routine medical checks, inspection, or examination.
- (c) Exception: examination is permissible in particular cases.
People who may be subjected to medical examination are those who:
- (i) do not carry the prescribed WHO health documents;
 - (ii) come from or have transited through a known infected or risk area; or
 - (iii) show external symptoms of a contagious disease endangering public health.
- (d) Reaction to Spotting Infected Individuals
Whenever people are, upon medical examination, found to be infected with a contagious disease endangering public health, the relevant competent authority:
- (i) may deny access to the territory or repel foreign individuals if their health condition enables them to travel and advise them to return to their Home Country;
 - (ii) if their health condition does not enable them to travel, shall offer appropriate medical care and treatment in isolation/quarantine to the individuals; and
 - (iii) shall notify promptly the WHO via the appropriate channels in accordance with the applicable rules.
- (e) Health Documents: People may be required to carry personal health documents prescribed by the WHO (e.g., yellow fever vaccination certificate).

Article 4: Customs Control of Personal Effects: Duty-Free Allowance

(a) Temporary Admission

- (i) Temporary importation of personal effects by non-resident private persons shall be exempt from customs duties and taxes in the Host Country, subject to re-exportation within the permissible period of stay and without having undergone any change apart from depreciation and/or consumption. Also, re-importation in the same state (without replacement of any part or accessory) by returning residents in their Home Country of personal effects they took along at the time of their departure from their Home Country shall be free of customs duties and taxes.
- (ii) For the purpose of this provision, personal effects shall mean all articles (new or used) that a traveler may reasonably require for his/her personal use during the journey, taking into account all circumstances of the journey, but excluding any goods imported or exported for commercial purposes. They include but are not limited to:
 - clothing;
 - toilet articles;
 - personal jewelry;
 - still and motion picture cameras together with a reasonable supply of films, tapes, and accessories therefor;
 - portable slide or film projectors and accessories therefore together with a reasonable quantity of slides or films;
 - binoculars;
 - portable musical instruments;
 - portable sound reproduction devices including tape recorders and compact disc players;
 - portable radio receivers;
 - cellular or mobile telephones;
 - portable television sets;
 - portable typewriters;
 - portable personal computers and accessories;
 - portable calculators;
 - baby carriages and strollers;
 - wheelchairs for invalids; and
 - sporting equipment.

(b) Duty-Free Importation

The traveler shall also be allowed to import, free of import duties and taxes, the following items in reasonable quantities for personal use, excluding commercial purposes, subject to Host Country regulations but not less than:

- (i) consumables: 200 cigarettes or 50 cigars or 250 grams of tobacco or an assortment of these products of a total weight not exceeding 250 grams, and 1 liter of spirits;
- (ii) other goods of a noncommercial nature with an aggregate value of SDR 75.00; and
- (iii) currency for living expenses: SDR 100.00 per day of stay.

The quantities and amounts may be more restricted for travelers (i) under a certain age or (ii) crossing the border frequently (more than once within 24 hours).

Article 5: Sanitary Inspection of Personal Effects

Personal effects of people crossing the border shall be subject to sanitary inspection in accordance with the provisions of Article 9 of the Agreement.

Part III: Facilitation Measures**Article 6: Facilitation Measures**

The facilitation measures shall be those stipulated in Annex 4 to the Agreement.

Part IV: Passenger Transport Conditions**Article 7: Transport Pricing**

- (a) For non-scheduled services, the transport price will be freely determined by market forces, but subject to antitrust restrictions, so as to avoid excessively high or low pricing. Contracting Parties and transport operators shall refrain from any measures, agreements, or practices tending to distort free and fair competition, such as cartels, abuse of dominant position, dumping, and state subsidization. They shall be denied any effect and be null and void. Contracting Parties shall ensure that their respective transport operators conform to this precept.
- (b) For scheduled services, the Contracting Parties involved will agree on the transport price.

Article 8: Accompanied Luggage Allowance and Excess Luggage Charges

- (a) For non-scheduled transport service the luggage allowance is left to the mutual agreement between the parties to the contract of carriage.
- (b) For scheduled transport services each passenger is to be allowed to bring along free of charge luggage weighing up to 20 kilograms and of reasonable size. Transport operators may charge for excess luggage. The surcharge may vary depending on the route, but shall not exceed five percent of a full-fare passenger ticket price per excess kilogram of weight.

Article 9: Unaccompanied Luggage

The tariff for unaccompanied luggage will be governed by the regime stipulated in Annex 10 to the Agreement.

Part V: Passenger Road Carrier Liability Regime**Article 10: Scope of Application**

- (a) The carrier liability regime set out below shall apply to every contract for the carriage of passengers and their luggage for reward or gratuitously in the course of the carrier's business by road in a motor vehicle, when the passenger's places of departure and destination are situated in the territories of different Contracting Parties.
- (b) The carrier liability for carriage of unaccompanied luggage will be governed by the regime stipulated in Annex 10 to the Agreement.

Article 11: The Contract of Carriage

(a) Transport Documents

Passenger Ticket

- (i) The contract of carriage shall be recorded via the issuance of a collective or individual passenger ticket. The absence, irregularity, or loss of the ticket shall not affect the existence or the validity of the contract of carriage, which shall remain subject to the provisions of this Annex.
- (ii) The ticket shall mention in the national language and in English the following particulars:
 - the name and address of the carrier;
 - the point of departure and destination;
 - the date of the journey or the period of the validity of the ticket;
 - the transport price; and
 - a reference to the rule of law containing the liability regime of this Annex.
- (iii) The ticket may be issued to a named person or to bearer.

Luggage Registration Voucher

- (i) For registered luggage, the carrier shall issue a luggage registration voucher, which may be combined with the passenger ticket.
- (ii) The luggage registration voucher shall mention in the national language and in English the following particulars:
 - the name and address of the carrier;
 - the point of departure and destination;
 - the date of issuance;
 - the transport price;
 - a reference to the rule of law containing the liability regime of this Annex; and
 - the number and weight of the luggage.
- (iii) In case of absence of the luggage voucher or omission to indicate the weight or number of the registered luggage, the luggage weight and number shall be presumed to be the maximum allowance.

(b) Remarks

- (i) Upon registration of the luggage, the carrier shall check its apparent condition, and when necessary make appropriate remarks on the luggage registration voucher.
- (ii) In the absence of remarks on its condition by the carrier, the luggage is presumed to be in good condition.

Article 12: Principles of Carrier Liability

(a) Mandatory Law

Any clause in the carriage contract directly or indirectly derogating from the provisions of the carrier liability regime of this Annex, unless it is in favor of the passenger, shall be null and void. The nullity of such a stipulation shall however not affect the validity of the other provisions of the contract.

(b) In Contract and in Tort

The present liability regime will govern any claim arising out of the performance of the carriage contract under this Annex, however founded, whether in contract or extra-contractually.

(c) Vicarious Liability for Servants, Agents, and Subcontractors

In connection with his/her tasks, the carrier shall be responsible for acts and/or omissions of his/her servants, agents, and subcontractors, who will be entitled to avail themselves of the same defenses as the carrier under this Annex.

Article 13: Subject of Carrier Liability

(a) Personal Injury

The carrier shall be liable for loss or damage resulting from the death or wounding or from other bodily or mental injury caused to a passenger as a result of an accident related to the carriage and occurring while the passenger is on board or entering or exiting the vehicle.

(b) Delay

The carrier shall be liable for damages resulting from delay in the arrival of the passenger and/or his/her luggage.

(c) Loss of or Damage to Registered Luggage

(i) The carrier shall be liable for the total, or partial loss of, or damage to the luggage that occurred in the period between the time that the carrier takes the goods in charge and the time of delivery.

(ii) Constructive Loss: If the registered luggage is not delivered within 30 days from the moment of the actual, scheduled, or normal arrival time, whichever is later, the luggage will be deemed lost. The passenger is then entitled to claim compensation for loss. Upon recovery of the luggage later on, the carrier shall notify immediately the passenger, who shall be entitled to opt for delivery of the luggage against refund of the compensation already received, but without prejudice to any claim for compensation for partial loss, damage, or delay. If the passenger does not require the return of the luggage, the carrier shall be entitled to deal with the luggage at his/her discretion, subject to the law of the place where the luggage is situated.

(d) Loss of or Damage to Hand Luggage and Personal Effects

The carrier shall be liable for the total, or partial loss of, or damage to the personal effects carried or worn by the passenger as a result of an accident related to the carriage and occurring while the passenger is on board or entering or exiting the vehicle.

Article 14: Measure of Compensation and Limitation of Carrier Liability

(a) In General

(i) The limits of liability shall be exclusive of legal expenses and interests. Higher limits may be agreed between the parties to the contract of carriage.

(ii) In addition to the compensation, the carrier shall be held to refund all or part of the transport price commensurate to the degree of his/her malperformance. He/she will owe no further damages.

(iii) The amount of compensation for death, wounding, or other bodily or mental injury of the passenger or total, or partial loss of, or damage to the luggage, or damage resulting from delay, shall be established according to the national law of the court where the liability action is brought.

- (iv) Also, the claimant's right to sue shall be determined according to the national law of the court where the action for compensation is brought.
- (v) The claimant is entitled to claim interest on the compensation due at the rate of 5 percent per annum from the date the claim was sent in writing or legal proceedings were instituted in court or arbitration was initiated.
- (b) Regarding Personal Injury
 - (i) The total amount of compensation due by the carrier for the death or wounding or bodily or mental injury caused to a passenger in respect of the same occurrence shall not exceed SDR 9,000 per victim.
 - (ii) If there is more than one claimant per victim, and if the total of their claims exceeds the limits established, the claims shall be reduced proportionally.
- (c) Regarding Loss of and Damage to Luggage and Personal Effects
 - (i) Registered Luggage
The amount of compensation due from the carrier for the loss of or damage to registered luggage shall not exceed SDR 8.33 per kilogram gross weight of luggage short delivered or of each item damaged, or SDR 166.67 per unit, whichever is higher.
 - (ii) Hand Luggage and Personal Effects
The amount of compensation due from the carrier for the loss of or damage to hand luggage or personal effects worn or carried by the passenger shall be limited to SDR 166.67.
 - (iii) Overall Limit
The total amount of compensation due from the carrier liability for one passenger's belongings shall not exceed SDR 333.34.
- (d) Regarding Delay
The amount of compensation due from the carrier for damage, other than physical damage to luggage or personal effects or bodily injury of the passenger, resulting from delay, shall be limited to an amount not exceeding the transport price.

Article 15: Exoneration of Carrier Liability

- (a) The carrier shall be relieved of liability to the extent that the accident, loss, delay, or damage was caused by:
 - (i) force majeure;
 - (ii) inherent defect of the luggage or personal effects;
 - (iii) contributory negligence of the passenger himself/herself; or
 - (iv) the passenger's preexisting health condition.
- (b) The defective condition of the vehicle used for the performance of the carriage, or the physical or mental failure of the driver, shall not relieve the carrier of his/her liability.

Article 16: Lifting of the Exoneration or Limitation of Carrier Liability

The carrier is not entitled to the benefit of the limitation or exoneration of liability if it is proved that the death, injury, loss, damage, or delay in delivery and/or arrival resulted from a personal act or omission of the carrier or his/her servants, agents, and subcontractors, done with the intent to cause such death, injury, loss, damage, or delay or recklessly and with knowledge that such loss, damage, or delay would probably result.

Article 17: Claims and Actions

- (a) Remarks on Delivery
 - (i) Upon delivery of the registered luggage, the passenger shall check the number, contents, and condition of the luggage, and if shortage or damage is found, make immediately appropriate remarks in writing to the carrier.
 - (ii) In case of receipt of the registered luggage without remark, the luggage shall be presumed to have been delivered complete and intact.
- (b) Time Bar

Claims for compensation arising out of a carriage under this Annex shall be time barred unless an action was filed with the court or arbitration was initiated within the following periods from the date of the accident or the actual, scheduled, or normal arrival time at destination, whichever is later:

 - (i) three years in case of death, or wounding, or any other bodily, or mental injury to a passenger; and
 - (ii) 6 months in case of loss of or damage to and delay of the luggage and personal effects, and delay in the arrival of the passenger.
- (c) Jurisdiction
 - (i) An action for compensation based on this Annex may be brought in the courts of the Contracting Party:
 - where the carriage originated from or was destined to;
 - where the loss or damage occurred, if localized;
 - where the principal place of business of the carrier is located; or
 - where the habitual residence of the claimant is located.
 - (ii) The claim for compensation may also be settled by means of arbitration based on an agreement entered into between parties concerned after the claim has arisen.

Article 18: Compulsory Passenger Carrier Liability Insurance

With respect to his/her liability for death or injury of passengers, the carrier shall also comply with his/her obligation under Article 6 (c) of Annex 9 to the Agreement, if he/she contracts for the account of the passenger an insurance against personal injury, for actual damage up to SDR 9,000 without subrogation and/or with renunciation of recourse.

Part VI: Final Provisions

Article 19: 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 20: Ratification or Acceptance

- (a) 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.
- (b) Parts I (General Provisions), II (Immigration (Entry/Exit), Health, and Customs Control), III (Facilitation Measures), and IV (Passenger Transport Conditions) of this Annex may be ratified or accepted separately from and before Part V (Passenger Road Carrier Liability Regime).

Article 21: Entry into Force

- (a) 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.
- (b) In case of separate ratification/acceptance, Parts I (General Provisions), II (Immigration (Entry/Exit), Health and Customs Control), III (Facilitation Measures), and IV (Passenger Transport Conditions) of this Annex may also enter into force separately from and before Part V (Passenger Road Carrier Liability Regime).

Article 22: Conforming National Law

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

Article 23: Reservations

No reservation to the Annex shall be permitted.

Article 24: 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 25: 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 26: 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 27: Denunciation

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

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

Annex 6: Transit and Inland Customs Clearance 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 7th 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,

Recalling the United Nations Economic and Social Commission for Asia and the Pacific (ESCAP) Resolution 48/11 on Road and Rail Transport Modes in Relation to Facilitation Measures, which calls for the accession to the Customs Convention on the International Transport of Goods Under the Cover of TIR Carnets (Geneva, 1975), and

Referring to Article 7 of the Agreement, calling for this Annex to provide technical details,

HAVE AGREED AS FOLLOWS:**Article 1: General Provisions****(a) Definitions**

- (i) International Transit means the segment of the transport operation between two international border crossing points, where the cargo respectively enters and exits the territory of a Contracting Party.
- (ii) Inland (National) Transit means (a) the segment of the transport operation between the inland clearance point and the international border crossing point where the cargo exits the territory of a Contracting Party; or (b) the segment of the transport operation between the international border crossing point where the cargo enters the territory of a Contracting Party and the inland clearance point.
- (iii) Force Majeure means circumstances that could not be foreseen and avoided, and the consequences of which could not be prevented or controlled.
- (iv) 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 international and inland transit only in the course of international (i.e., cross-border) transport operations and performed along the routes and points of entry and exit designated in Protocol 1 to the Agreement.
- (ii) The regime of this Annex shall only apply to transport operations for reward.
- (iii) The regime of this Annex shall not apply to cargo loads under the cover of the same seal as referred to in Article 3(b)(i) of this Annex and the same Transit and Inland Customs Clearance Document as referred to in Article 4 of this Annex, if they consist of composite loads with multiple origins/destinations, which would entail partial discharge of the Transit and Inland Customs Clearance Document en route.
- (iv) The regime and procedures set out in this Annex are optional for the transport operator, who is entitled either to transit and inland customs clearance under the regime of this Annex or to comply with other customs transit and inland clearance rules and procedures of the Host Country, if any.
- (v) This Annex shall not preclude the application of national laws and regulations on prohibited and restricted goods for transit transport. The Contracting Parties shall disseminate the list of prohibited and/or restricted goods in transit.
- (vi) The Annex shall not preclude the application to the goods of national health/quarantine laws/regulations, compatible with Article 9 of the Agreement.
- (vii) When applied, the Customs Clearance regime of this Annex shall replace the national Customs Clearance regime for goods in transit (international and inland).
- (viii) Contracting Parties, where electronic customs clearance procedures are in force in accordance with Article 4(d) of the Agreement, Article 8 of Annex 4, and Article 7 of Annex 12 to the Agreement, shall take appropriate measures to facilitate transport operators' compliance with their electronic procedures.

Article 2: Customs Transit Formalities

(a) Exemption from Physical Inspection, Bond Deposit, and Escort

Subject to the conditions laid down below, the cargoes carried cross border under the regime of this Annex shall as a general rule be exempted from routine physical customs inspection en route, customs escorts in the national territory, and the deposit of a bond as guarantee for customs duties.

(b) Document Check and External Inspection

The motor vehicle together with the cargo and the Transit and Inland Customs Clearance Document shall be presented to the Customs Authorities en route only for processing documentation and external inspection and control of the cargo compartment.

(c) Exceptional Physical Customs Inspection

Customs Authorities may, however, by way of exception and in particular when they suspect irregularities, subject the cargo to a physical inspection en route.

(d) Tracking of Vehicle/Cargo

Customs Authorities may apply appropriate measures (e.g., electronic means, Global Positioning System, information and communication technology) to monitor the cargo movement, without interference in, delay of, or any additional requirements for the transport operation.

Article 3: Means of Transportation

(a) Technical Standards and Approval

- (i) Motor vehicles and containers used for the transport of goods under the regime of this Annex shall be constructed and equipped in such a manner that:
 - any smuggling of goods by clandestine substitution, or removal from or introduction in the load compartment without leaving obvious traces of tampering or without breaking the Customs seal, is prevented;
 - it allows the simple and efficient affixing of customs seals and tracking devices;
 - it does not contain any concealed spaces where goods may be hidden; and
 - all spaces capable of holding goods are readily accessible for Customs inspection.
- (ii) The Host Country Customs Authorities may refuse movement of a vehicle under the regime of this Annex if it is not satisfied that its design and construction offer sufficient safeguard against smuggling of goods.
- (iii) The Host Country Customs Authorities shall not be entitled to refuse a motor vehicle that was approved for transport under the regime of this Annex either individually or by design type (series of road vehicles) according to the motor vehicle technical standards set out in Attachment 1a to this Annex and established by a certificate issued by the Home Country technical inspection authority according to the model set out in Attachment 1b to this Annex.
- (iv) The Host Country Customs Authorities shall not be entitled to refuse a container that was approved for carriage under the regime of this Annex either individually or by design type (series of containers) according to the procedure set out in Attachment 2a to this Annex and established by a certificate issued by the Home Country technical inspection authority according to the model set out in Attachment 2b to this Annex.

(b) Sealing

- (i) The vehicle's cargo compartment or the container shall be sealed by the Customs Authority office of departure of the transport operation.
- (ii) The Host Country Customs Authority shall accept the seals affixed by the other Contracting Party's Customs Authorities, provided they are intact, but if required for control purposes, they are entitled to affix an additional seal of their own upon entry into their territory.
- (iii) If Customs Authorities have to break the seals in order to perform a physical inspection of the cargo en route or in case of change of vehicle in accordance with Article 8 (b), they shall affix new seals and record this action in the Transit and Inland Customs Clearance Document without any cost.
- (iv) Heavy or bulky cargoes, which are because of their weight, size, or nature normally not carried in a closed compartment, may be carried by non-sealed vehicles, provided those goods can easily be identified by reference to the description (e.g., in packing lists, photographs, drawings) given, so as to prevent any substitution, removal, or addition of goods. Customs Authorities may apply appropriate monitoring measures so as to prevent substitution, removal, or addition of goods, without interference in, delay of, or any additional requirements for the transport operation.

Article 4: Transit and Inland Customs Clearance Documents

- (a) Transport operators shall carry a Transit and Inland Customs Clearance Document.
- (b) The Transit and Inland Customs Clearance Document shall be issued by the authorized issuing/guaranteeing organization/institution.
- (c) Through this document the authorized issuing/guaranteeing organization/institution shall guarantee the payment of customs duties, taxes, and interest, as per Article 10(a) of this Annex.
- (d) The Transit and Inland Customs Clearance Document shall consist of the following number of original copies:
 - (i) one for the issuing/guaranteeing organization/institution;
 - (ii) one for the transport operator;
 - (iii) two for the Country of Departure Customs Authority's office;
 - (iv) two for each Country of Transit Customs Authority through whose territory the carriage is to be performed; and
 - (v) two for the Country of Destination Customs Authority's office.
- (e) The Transit and Inland Customs Clearance Document shall include the following particulars in the English language without prejudice to the parallel use of national languages:
 - (i) the title: Transit and Inland Customs Clearance Document;
 - (ii) a reference to Article 7 and Annex 6 of the Agreement;
 - (iii) the name of the issuing/guaranteeing organization/institution and a box for signature and/or stamp;

- (iv) the name and address of the transport operator and a box for signature and/or stamp;
- (v) its validity:
 - countries of departure, transit, and destination,
 - the respective entry and exit point, and
 - period of validity and extension;
- (vi) the specification of the motor vehicle performing the carriage;
- (vii) the seals or identification marks applied;
- (viii) a box for recording the breaking of the seals and affixing new seals en route by Customs authorities;
- (ix) a box for recording a change of vehicle en route;
- (x) eight boxes: two for inland departure, four for transit, and two for inland destination:
 - Box 1 containing place and date of affixing the exportation seals by the Customs Authority office of departure,
 - Box 2 containing the exit endorsement of the Country of origin of the cargo,
 - Boxes 3–6 containing the entry and exit endorsements of the respective transit Countries,
 - Box 7 containing the entry endorsement of the Country of destination, and
 - Box 8 containing the place and date of removal of the seals at destination for domestic use clearance or for placing the goods under another customs regime by the Customs Authority office of destination; and
- (xi) a cargo manifest box, containing
 - the number and type of packages,
 - the description of the goods,
 - the gross weight of the goods in kilograms, and
 - the customs value.

The Joint Committee may modify the particulars to be included in the Transit and Inland Customs Clearance Document as appropriate.

- (f) The Joint Committee will determine the format, appearance, layout, and printing specifications of the Transit and Inland Customs Clearance Document form.
- (g) The document shall cover all cargo compartments under the same seal.
- (h) The document shall be valid for one journey only and shall specify its geographic scope and the points of entry and exit in accordance with Protocol 1 to the Agreement and its period of validity.
- (i) For goods involved in a commercial transaction, a copy of the invoice of the goods shall be attached to each copy of the Transit and Inland Customs Clearance Document.

Article 5: Evidence of Application of the Transit and Inland Customs Clearance

- (a) Evidence of a transport operation under the transit and inland customs clearance regime of this Annex shall flow from the possession of an original copy of the Transit and Inland Customs Clearance Documents, respectively signed by the transport operator and endorsed by the Customs Authorities.
- (b) Evidence of the entry of the cargo into the Host Country territory shall flow from the possession of an original copy of the Transit and Inland Customs Document,

respectively signed by the transport operator and endorsed by the Customs Authorities for entry.

- (c) Evidence of the exit of the cargo from the Host Country territory shall flow from the possession of an original copy of the Transit and Inland Customs Document, respectively signed by the transport operator and endorsed by the Customs Authorities for exit.
- (d) For lack of such original copy of the Transit and Inland Customs Clearance Document bearing the exit endorsement, the transport operator may provide alternative proof to satisfy the Customs Authority that the cargo has actually exited.

Article 6: Discharge of the Transit and Inland Customs Clearance Documents

The Transit and Inland Customs Clearance Documents shall be discharged pursuant either to

- (a) the exit endorsement entered in the Transit and Inland Customs Clearance Documents by the Transit Country's Customs Authority upon exit of the transit goods from its territory; or
- (b) the clearance for domestic use or the placing under another customs regime, upon arrival of the goods at the Customs Office of destination.

Article 7: Time Limits

- (a) The Transit and Inland Customs Clearance Document shall specify its period of validity with a minimum of six months commencing from the date of issuance. Provided it was first endorsed by the Customs Office of departure before the expiry of its validity period, a Transit and Inland Customs Clearance Document shall however remain valid until the completion of the transport operation for which it was issued.
- (b) The cross-border transport operation under the regime of this Annex shall be completed by the exit of the motor vehicle/container from the Host Country territory within 30 days, commencing from the date of entry in the territory of the Host Country.
- (c) In order to be timely, the Transit and Inland Customs Clearance Document shall be discharged within a period not exceeding three months commencing from the date of entering the territory of the Host Country.

Article 8: Incidents En Route

- (a) **Loss, Destruction, or Shortage of the Cargo En Route**
 - (i) In case of loss or destruction of the cargo, or damage to the customs seal, the transport operator shall promptly inform the Host Country Customs Authority.
 - (ii) The payment of duties and taxes normally due shall be waived for the goods specified in the Transit and Inland Customs Clearance Document, which are established to the satisfaction of the Customs Authority to have been destroyed or to have been irrecoverably lost by force majeure en route, or to be short by reason of their nature.

- (b) **Change of Vehicle**

In case the transport operator is compelled to change the vehicle en route, he/she shall forthwith inform the Host Country Customs Authority, who shall supervise the transfer of the goods, replace any broken seals, and record the action in the Transit

and Inland Customs Clearance Document. The substitute vehicle shall comply with the technical standards referred to in Article 3 of this Annex.

(c) **Change of Itinerary**

In case the transport 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.

(d) **Extension of Time Limits**

If the transport operator is unable to timely complete the transport operation under the regime of this Annex in the territory of the Host Country or to discharge the Transit Customs Document, due to force majeure or other reasonable cause, he/she is to file a request for extension with the Host Country Customs Authority before the expiry date. The Host Country Customs Authorities will grant such extension if they are satisfied that the timely completion of the transport operation and/or discharge of the Transit and Inland Customs Clearance Document was/were prevented by force majeure or other reasonable cause.

Article 9: Issuing and Guaranteeing Organizations/Institutions

- (a) Each Contracting Party shall authorize a national organization/institution to issue the Transit and Inland Customs Clearance Document and to guarantee vis-à-vis the Customs Authority of the Host Country the payment of export and 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 10: Liability of the Issuing/Guaranteeing Organization/Institution

- (a) The authorized issuing/guaranteeing organization/institution shall be jointly and severally liable with the transport operator, from whom the sums are directly due, to pay the import and export 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 Transit and Inland Customs Clearance Document) in connection with a cross-border transport operation under the regime of this Annex.
- (b) The liability of the authorized issuing/guaranteeing organization shall cover not only the goods that are listed in the Transit and Inland Customs Clearance Document, but also any goods that, although not listed therein, may be contained in the sealed section of the road vehicle cargo compartment or be found on the load platform or among the enumerated goods in case of non-sealed heavy or bulky cargoes.
- (c) At their discretion, the Host Country Customs Authority may also claim the duties, taxes, fines, and interest from the transport operator who is directly liable for them.

- (d) 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.
- (e) 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/regulations.
- (f) 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 transport operator from whom the sums are due.
- (g) The liability of the authorized issuing/guaranteeing organization/institution shall be limited to SDR 35,000 per Transit and Inland Customs Clearance Document issued.

Article 11: 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 70,000. 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 70,000.

Article 12: 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 transport of goods.

- (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 of the Home Country.

Article 13: 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 14: 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 15: 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 16: Conforming National Law

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

Article 17: Reservations

No reservation to the Annex shall be permitted.

Article 18: Suspension of the Annex

- (a) Failure to deposit or pay within the time limit specified in Article 10(d) of this Annex, the duties, taxes, and interest to the Host Country Customs Authority by the authorized Home Country issuing/guaranteeing organization/institution in case of an established irregularity, entitles the Host Country Customs Authority to suspend the application of the present transit and inland customs clearance under the regime of this Annex vis-à-vis Transport 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 19: 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 20: Relationship of the Attachments to the Annex

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

Article 21: 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 22: Denunciation

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

Annex 6 Attachment 1a: Motor Vehicle Technical Standards for the Purpose of the Customs Transit Regime

Annex 6 Attachment 1b: Motor Vehicle Technical Approval Certificate for the Purpose of the Customs Transit Regime

Annex 6 Attachment 2a: Container Technical Standards for the Purpose of the Customs Transit Regime

Annex 6 Attachment 2b: Container Technical Approval Certificate for the Purpose of the Customs Transit Regime

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 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

Annex 6 Attachment 1a: Motor Vehicle Technical Standards for the Purpose of the Customs Transit Regime

Annex 6 Attachment 1b: Motor Vehicle Technical Approval Certificate for the Purpose of the Customs Transit Regime

Annex 6 Attachment 2a: Container Technical Standards for the Purpose of the Customs Transit Regime

Annex 6 Attachment 2b: Container Technical Approval Certificate for the Purpose of the Customs Transit Regime

The attachments can be downloaded from the ADB GMS Cross-Border Transport Facilitation Agreement website www.adb.org/GMS/Cross-Border/default.asp. They have not been included here because of their size and/or technical complexity.

Annex 7: Road Traffic Regulation and Signage

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 Articles 15 and 26 of the Agreement, calling for this Annex to provide technical details,

HAVE AGREED AS FOLLOWS:

Article 1: Road Traffic Regulation

The road traffic regulation shall be the rules of the road as prescribed in Attachment 1 to this Annex.

Article 2: Road Signs and Signals

- (a) Road signs, signals, symbols, and road markings on the routes and corridors designated in Protocol 1 of the Agreement shall be as prescribed in Attachment 2 to this Annex.
- (b) A transition period of four years from the date of entry into force in their territory of this Annex is allowed to the Contracting Parties to gradually replace or supplement any sign, symbol, signal, and marking on the routes and corridors designated in Protocol 1 of the Agreement, which although it has the characteristics of a sign, symbol, signal, or marking belonging to the system prescribed by Attachment 2 of this Annex is used with a different meaning from that assigned in Attachment 2.
- (c) A transition period of 15 years from the date of entry into force in their territory of this Annex is allowed to the Contracting Parties to gradually replace any sign, symbol, signal, and marking on the routes and corridors designated in Protocol 1 of the Agreement, which does not conform in principle to the system prescribed by Attachment 2 of this Annex. During this period, in order to familiarize road users with the system prescribed by Attachment 2, previous signs and symbols may be retained beside those prescribed in Attachment 2.
- (d) Where Attachment 2 of this Annex does not prescribe a sign, symbol, or marking to signify a certain rule or convey certain information to road users, it shall be open to the Contracting Parties to use for these purposes any sign, symbol, or marking they wish, provided that such sign, symbol, or marking is not assigned a different meaning by Attachment 2 and provided that it conforms to the system prescribed by Attachment 2.
- (e) Nothing in this Annex shall be construed as requiring the Contracting Parties to adopt all types of signs and markings prescribed by Attachment 2. On the contrary, Contracting Parties shall limit the number and types of signs or markings they adopt to what is strictly necessary.
- (f) The Contracting Parties undertake to prohibit on their territory to affix to or install near a sign or other traffic control device, any object, board, notice, marking or other device that makes the sign less visible and understandable or risks confusing or distracting the road user in a way prejudicial to traffic safety.

Article 3: Clarification

- (a) The use of language in road markings, signs, and signals can be limited to a minimum by the use of symbols.
- (b) The prescribed use of English/Latin characters and Arabic numerals by no means prohibits the parallel use of the national language.

Article 4: 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 5: 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 6: 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 7: Conforming National Law

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

Article 8: Reservations

No reservation to the Annex shall be permitted.

Article 9: 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 10: 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 11: Relationship of the Attachments to the Annex

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

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.

Annex 7 Attachment 1: Rules of the Road

Annex 7 Attachment 2: Road Signs and Signals

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 7 Attachment 1: Rules of the Road

Annex 7 Attachment 2: Road Signs and Signals

The attachments 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 their size and/or technical complexity.

Annex 8: Temporary Importation of Motor Vehicles

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 18 of the Agreement, calling for this Annex to provide technical details,

HAVE AGREED AS FOLLOWS:

Article 1: General Provisions

(a) Definitions

- (i) Force Majeure means circumstances that could not be foreseen and avoided, and the consequences of which could not to be prevented or controlled.

- (ii) Motor vehicles for commercial use means motor vehicles registered in their Home Country and used for transport of persons for remuneration, reward, or other consideration or for the industrial or commercial transport of goods, with or without remuneration.
 - (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 motor vehicles specified in Article 1 of Annex 2 to the Agreement.
 - (ii) With respect to the cross-border movement of the motor vehicles specified in (i) above between the territory of the People's Republic of China and the Union of Myanmar on the one hand and the territory of all other Contracting Parties on the other hand, the regime of this Annex shall gradually apply in two stages:
 - in a first stage, immediately upon entry into force of this Annex, to motor vehicles for commercial use only; and
 - in a second stage, two years after the entry into force of this Annex, also to all other motor vehicles under the Agreement.
 - (iii) 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 motor vehicles.
 - (iv) The regime of this Annex shall not preclude the Contracting Parties from granting greater facilities by unilateral national arrangements.
 - (v) The regime of this Annex shall not preclude the application of national laws/regulations pursuant to Articles 12 to 17 in Part V of the Agreement.
 - (vi) The regime and procedures set out in this Annex are optional for the vehicle operator, who is entitled either to use the present temporary motor vehicle admission system or to comply with the existing Host Country Customs procedure.

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 motor vehicles registered in the other Contracting Parties, without payment of import duties and taxes and free of other prohibitions and restrictions; and
- (b) the accessories, toolkit, and other articles that form the normal equipment of the vehicle and the fuel in the ordinary/original supply tanks, and the lubricants, maintenance supplies, and spare parts in reasonable quantities for the repair of the motor vehicle, shall be exempted from import duties and taxes (they need not be mentioned separately in the Temporary Admission Document).

Article 3: Temporary Admission Document

- (a) Motor vehicles temporarily imported into the Host Country territory shall carry a Temporary Admission Document.

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- (b) A semi-trailer may be covered by a separate Temporary Admission Document or shall be specified separately in the Temporary Admission Document for the prime mover.
- (c) The Temporary Admission Document shall be issued by the vehicle's Home Country authorized issuing/guaranteeing organization/institution.
- (d) The Temporary Admission Document may cover one or more temporary admissions into the territories of Contracting Parties.
- (e) 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 motor vehicle operator; and
 - (iii) two for each of the Host Country's Customs Authorities whose territory is entered.
- (f) 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: Motor Vehicle Temporary Admission Document;
 - (ii) a reference to Article 18 and Annex 8 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 motor vehicle (for prime mover and for semi-trailer):
 - country of registration,
 - registration number,
 - date of first registration/year of manufacture,
 - empty (net) weight (tare),
 - gross weight,
 - number of seats and/or payload capacity,
 - number of axles,
 - make (brand or name or trademark of the manufacturer),
 - model/type/code,
 - chassis number or production or serial number,
 - engine brand (if different from body),
 - engine fuel type (petrol/gas oil/other),
 - engine serial number,
 - engine capacity,
 - number of cylinders,
 - power (horsepower),
 - coach work type (e.g., car, truck, bus, trailer),
 - color (RAL code),
 - upholstery,
 - equipment: radio (make),
 - number of spare tires, 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.

- (g) The Joint Committee will determine the format, appearance, layout, and printing specifications of the Temporary Admission Document form.

Article 4: Re-Exportation

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

Article 5: Evidence of Temporary Admission and Re-Exportation

- (a) Evidence of temporary admission of the vehicle shall flow from the possession of the relevant copy of the Temporary Admission 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 motor vehicle 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 motor vehicle operator may provide alternative proof to satisfy the Customs Authorities that the motor vehicle has actually been re-exported.

Article 6: Discharge of the Temporary Admission Document

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 7: 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 motor vehicle to its Home Country.
- (b) Motor vehicles 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 8: Incidents En Route

(a) Loss or Destruction of the Vehicle En Route

A temporarily admitted vehicle 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; or
- (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-exited or paid import taxes and duties for.

(b) Change of Itinerary

In case the vehicle 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.

(c) Extension of Time Limits

- (i) If a person or entity who has temporarily entered the vehicle, is unable to timely re-export the vehicle 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.

Article 9: Issuing and Guaranteeing Organizations/Institutions

- (a) Each Contracting Party shall authorize a national issuing and guaranteeing 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. The Contracting Parties may authorize two national issuing and guaranteeing organization/institutions, i.e., one for motor vehicles for commercial use and another for motor vehicles other than for commercial use.
- (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 10: Liability of the Issuing/Guaranteeing Organization/Institution

- (a) The authorized issuing/guaranteeing organization/institution shall be jointly and severally liable with the vehicle 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) in connection with the temporary admission of the motor vehicle 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/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 20,000 per Temporary Admission Document issued.

Article 11: 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 40,000. 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 40,000.

Article 12: 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 motor vehicles.
- (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 13: 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 14: 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 15: 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 16: Conforming National Law

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

Article 17: Reservations

No reservation to the Annex shall be permitted.

Article 18: Suspension of the Annex

- (a) Failure to deposit or pay within the time limit specified in Article 10 (c) of this Annex, the import duties and taxes to the Host Country's Customs Authorities by the Home Country 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 motor vehicle temporary admission system under the regime of this Annex vis-à-vis the vehicle 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 19: 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 20: 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 21: 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 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

Annex 9: Criteria for Licensing of 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 21(a) and 22(a) of the Agreement, calling for this Annex to provide technical details,

HAVE AGREED AS FOLLOWS:

Article 1: Introduction

Transport Operators who perform international transport operations shall fulfill all conditions laid down in this Annex.

Article 2: Basic Eligibility

- (a) Transport Operators shall be licensed by their Home Country to perform international transport operations provided they meet the minimum conditions set out in Articles 3, 4, 5, and 6 of this Annex.
- (b) If the 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 Transport Operator that no longer meets the requirements shall be divested of his/her license.

Article 3: Substantial Ownership by National Citizens

The transport operation enterprise shall comply with the following requirements:

- (a) More than half of the transport operation enterprise's capital must be owned by national citizens of the Home Country.
- (b) The enterprise must also be directed by a majority of national citizens of the Home Country.

Article 4: Reliability

The Transport Operator must not have been:

- (a) convicted for serious breaches of relevant laws or regulations of the Home Country; or
- (b) divested from the capacity to exercise the profession of road carrier as a sanction for breach of applicable laws or regulations in the field of road carriage; 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 5: Professional Competence

The Home Country Contracting Party shall verify and make sure of the 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 Transport Operator to be proficient in the following fields:

- (a) legal matters relevant to the road transport business (e.g., contracts, carrier liability, company law, accounting law, labor law, tax 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, choice of vehicle, maintenance of the vehicle, loading and unloading of the vehicle, carriage of dangerous and perishable goods, principles of environmental protection in road traffic); and
- (e) road safety (e.g., rules of the road, traffic accident prevention and mitigation).

Article 6: Financial Solvency

- (a) The 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 Transport Operator's solvency, the following elements may be taken into account: the Transport Operator's balance sheet, assets, bank account credit, capacity to obtain loans, bank guarantees obtained, and liability insurance cover.
- (c) The Transport Operator must carry insurance covering the Operator's contractual liability.

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 and Minister in Charge of GMS

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 10: Conditions of Transport

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 24(a) of the Agreement, calling for this Annex to provide technical details,

HAVE AGREED AS FOLLOWS:

Part I: General Provisions

Article 1: Definitions

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

- (a) Carrier: a person who undertakes to carry goods for reward.

- (b) Consignee: the person to whom the goods are to be delivered.
- (c) Consignor: the person who concludes the contract of carriage with the carrier and hands over the goods to the carrier.
- (d) Consignment Note: the transport document for the purpose of recording the contract of carriage, its conditions, the taking in charge and delivery of the goods.
- (e) Delay: delay in delivery when the goods have not been delivered within the agreed period or in the absence of such an agreement, within the normal period of time required for a due diligent carrier in the same circumstances.
- (f) Force Majeure: circumstances resulting in loss, damage, or delay that the carrier could not foresee and avoid, and the consequences of which he/she was unable to prevent or control.
- (g) In-transit: en route, i.e., in the course of the transport operation.
- (h) Right of Disposal: the power to decide the destiny of the goods.
- (i) Special Drawing Right (SDR): a unit of account defined by the International Monetary Fund (IMF)—conversion of the sums into national currencies shall be calculated in accordance with the method of valuation applied by the International Monetary Fund.
- (j) Remarks: statements on the condition of the goods upon the taking in charge or delivery of the goods.

Article 2: Scope of Application

- (a) This Annex shall apply to the contract of carriage of goods for reward by road in a motor vehicle when the place of handing over the goods to the carrier and the place of delivery to the consignee are situated in the territories of different Contracting Parties.
- (b) This Annex shall not apply to carriage performed under the terms of any international postal conventions.

Part II: Pricing

Article 3: Pricing

- (a) The transport price will be freely determined by market forces, but subject to antitrust restrictions, so as to avoid excessively high or low pricing.
- (b) Contracting Parties and transport operators shall refrain from any measures, agreements, or practices tending to distort free and fair competition, such as cartels, abuse of dominant position, dumping, and state subsidization. They shall be denied any effect and be null and void. Contracting Parties shall ensure that their respective transport operators conform to this percept.

Part III: Carrier Liability Regime

Article 4: The Contract of Carriage

- (a) Consignment Note
 - (i) The contract of carriage shall be recorded via the issuance of a consignment note in three original copies signed by the consignor and the carrier. The

signatures 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 Contracting Party where the consignment note is issued. The first copy shall be handed to the consignor, the second copy shall accompany the goods, and the third copy shall be retained by the carrier.

- (ii) The consignment note shall conform to the model in the attachment, and contain the following particulars:
 - the date of the consignment note and the place at which it is made out;
 - the name and address of the consignor;
 - the name and address of the carrier;
 - the place and the date of taking in charge of the goods and the place designated for delivery;
 - the name and address of the consignee;
 - the description in common use of the nature of the goods and the method of packing, and, in the case of dangerous goods, their description in accordance with Annex 1 to the Agreement;
 - the number of packages and their special marks and numbers;
 - the gross weight of the goods or their quantity otherwise expressed;
 - charges relating to the carriage (carriage charges, supplementary charges, and other charges incurred from the making of the contract to the time of delivery);
 - value of the goods for customs purposes;
 - the requisite instructions for Customs and other formalities; and
 - a statement that the carriage is subject, notwithstanding any clause to the contrary, to the provisions of this Annex.
 - (iii) Where applicable, the consignment note shall also contain the following particulars:
 - a statement that trans-shipment is not allowed;
 - the charges which the consignor undertakes to pay;
 - the amount of “cash on delivery” charges;
 - a declaration of the value of the goods and the amount representing special interest in delivery;
 - carrier and consignee remarks;
 - the consignor’s instructions to the carrier regarding insurance of the goods;
 - the agreed time limit within which the carriage is to be carried out; and
 - a list of the documents handed to the carrier.
 - (iv) The parties may enter in the consignment note any other particulars that they may deem useful.
 - (v) The absence, irregularity, or loss of the consignment note shall not affect the existence or the validity of the contract of carriage, which shall remain subject to the provisions of this Annex.
- (b) Remarks upon Taking the Goods in Charge
- (i) Upon taking the goods in charge, the carrier shall check the quantity (number and weight) and apparent quality (condition) of the goods and their packaging and make appropriate remarks in the consignment note. In the absence of remarks by the carrier, the cargo is presumed to be complete and in good condition.

(ii) Where the carrier has no reasonable means of checking the accuracy of the statement made in the consignment note with respect to quantity, quality, and packaging of the goods, he/she shall enter his/her remarks in the consignment note together with the grounds on which they are based. He/she shall likewise specify the grounds for any remarks, which he/she makes with regard to the apparent condition of the goods and their packaging; such remarks shall not bind the consignor unless he/she has expressly agreed to be bound by them in the consignment note.

(c) Right of Disposal

Unless otherwise agreed in the consignment note:

(i) The consignor has the right to dispose of the goods, in particular to stop the goods in-transit, to order their return to the place of departure or to redirect them to another destination/consignee.

(ii) The consignor's right to dispose of the goods shall cease and be transferred to the consignee:

- when the goods are delivered;
- when the goods arrive at the place designated for delivery and the consignee required the delivery;
- when the second copy of the consignment note was received by the consignee at his/her request.

The carrier shall be compensated for any additional expenses arising from exercising the right of disposal in-transit.

(d) Right of Action

Both the consignor and the consignee shall separately or simultaneously have the right to sue the carrier for compensation for loss of, damage to, or delay in delivery of the goods, but the carrier shall owe compensation only once.

Article 5: Principles of Carrier Liability

(a) Mandatory Law

Any clause in the carriage contract, directly or indirectly derogating from the provisions of this Annex, shall be null and void. The nullity of such a stipulation shall however not affect the validity of the other provisions of the contract.

(b) In Contract and In Tort

The present liability regime will govern any claim arising out of the performance of the carriage contract under this Annex, however founded, whether in contract or extra-contractually.

(c) Vicarious Liability for Servants, Agents, and Subcontractors

In connection with his/her tasks, the carrier shall be responsible for acts and/or omissions of his/her servants, agents, and subcontractors, who will be entitled to avail themselves of the same defenses as the carrier under this Annex.

Article 6: Subject of Carrier Liability

(a) General

The carrier shall be liable for the total, or partial loss of, or damage to the goods as well as for the delay in delivery that occurred in the period between the time that the carrier takes the goods in charge and the time of delivery.

- (b) Constructive Loss
- (i) If the goods have not been delivered within 30 days from the expiry of the agreed delivery time or in the absence of such an agreement, within 60 days from the time the carrier takes the goods in charge, the goods will be deemed lost. The consignor/consignee is entitled to claim compensation for loss.
 - (ii) Upon later recovery of the goods, the carrier shall notify immediately the consignor/consignee, who shall be entitled to opt for delivery of the goods against refund of the compensation already received, but without prejudice to any claim for compensation for partial loss, damage or delay.
 - (iii) In the absence of the consignor/consignee's request for delivery of the recovered goods within 30 days from the receipt of notification by the consignor/consignee from the carrier, the carrier shall be entitled to deal with the goods at his/her discretion, subject to the law of the place where the goods are situated.

Article 7: Measure of Compensation and Limitation of Carrier Liability

- (a) Loss and Damage
- (i) The compensation for total or partial loss of or damage to the goods shall be calculated by reference to the commodity exchange price or current market price or else to the normal value of the goods at the place and time they were accepted for carriage.
 - (ii) Compensation due by the carrier shall not exceed SDR 8.33 per kilogram gross weight of the goods short delivered or of items damaged.
 - (iii) In addition, the carrier shall refund in full in case of total loss and in proportion to the loss sustained in case of partial loss, the carriage charges, customs duties, taxes, and other charges incurred in respect of the carriage of goods.
 - (iv) He/she will owe no additional damages.
- (b) Delay
- Compensation due by the carrier for damage resulting from delay, other than physical damage affecting the value of the goods, shall be limited to an amount not exceeding the transport price.
- (c) Declaration of Value and/or Special Interest in Delivery
- Via the entry of the following declarations by the consignor in the consignment note prior to the carriage and against payment of a surcharge, higher compensation than mentioned above shall be due by the carrier:
- (i) declaration of the value of the goods:
 - In this case the limit in Article 7(a) (ii) shall be substituted by the amount of that value; and/or
 - (ii) declaration of a special interest in delivery:
 - In this case compensation of additional damages shall be due by the carrier, independently from the compensation according to Article 7(a) and (b).

Article 8: Exoneration of Carrier Liability

- (a) The carrier shall be relieved of liability if he/she proves that the loss, damage, or delay in delivery was caused by:
- (i) force majeure;
 - (ii) inherent defect of the goods;

- (iii) wrongful act or neglect of the consignor/consignee; or
 - (iv) the instructions of the claimant given otherwise than as the result of a wrongful act or neglect on the part of the carrier.
- (b) The defective condition of the vehicle used for the performance of the carriage shall not relieve the carrier of his/her liability.
- (c) Subject to counterproof by the consignor/consignee, the carrier shall be relieved of liability if he/she establishes that the loss, damage, or delay in delivery was attributable to:
- (i) use of open unsheeted vehicles, when their use has been expressly agreed and specified in the consignment note, unless there has been an abnormal shortage or a loss of any package;
 - (ii) the lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;
 - (iii) handling, loading, stowage, or unloading of the goods by the consignor, the consignee or person acting on behalf of the consignor or the consignee;
 - (iv) the nature of certain kinds of goods which particularly exposes them to total, or partial loss, or to damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of moth or vermin; however, if the carriage is performed in vehicles specially equipped to protect the goods from the effect of heat, cold, variations in temperature, or the humidity of the air, the carrier must prove that all steps incumbent on him/her in the circumstances with respect to the choice, maintenance, and use of such equipment were taken and that he/she complied with any special instructions issued to him/her;
 - (v) insufficiency or inadequacy of marks or numbers on the packages; or
 - (vi) the carriage of livestock, provided the carrier proves that all steps normally incumbent on him/her in the circumstances were taken and that he/she complied with any special instruction issued to him/her.

Article 9: Lifting of the Exoneration or Limitation of Carrier Liability

The carrier shall not be entitled to avail himself/herself of the exoneration or limitation of liability if the loss, damage, or delay was caused by his/her, or his/her servants', agents', or subcontractors' willful misconduct or gross negligence.

Article 10: Claims and Actions

- (a) Remarks on Delivery
- (i) Upon delivery of the goods, the consignee shall check the quantity (number and weight) and apparent quality (condition) of the goods and their packaging and if shortage or damage is found, make immediately appropriate remarks in writing.
 - (ii) For loss or damage that is not apparent, the period for making remarks in writing is extended to seven working days from the date of receipt.
 - (iii) In the absence of such remarks by the consignee, the quantity and condition of the goods are presumed to be as described in the consignment note.

(b) Time Bar

All claims for compensation for loss of, damage to, and delay of the goods against the carrier shall be time barred unless an action was filed with the court or arbitration initiated within one year:

- (i) in case of partial loss, damage, or delay:
 - after the delivery of the goods; and
- (ii) in case of total loss:
 - after 30 days from the expiry of the agreed delivery period or if no such period was agreed, after 60 days from the receipt of the goods by the carrier.

However, in case of the carrier's or his/her servants', agents', or subcontractors' willful misconduct, the time bar shall be three years.

(c) Jurisdiction

- (i) An action for compensation based on this Annex may be brought in the courts of the Contracting Party:
 - where the carriage originated from or was destined to;
 - where the loss or damage occurred, if localized;
 - where the principal place of business of the carrier is located; or
 - where the habitual residence of the claimant is located.
- (ii) The claim for compensation may also be settled by means of arbitration based on an agreement entered into between parties concerned after the claim has arisen.

Part IV: Final Provisions

Article 11: 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 12: 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 13: 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 14: Conforming National Law

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

Article 15: Reservations

No reservation to the Annex shall be permitted.

Article 16: 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 17: 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 18: Relationship of the Attachment to the Annex

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

Article 19: 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 20: Denunciation

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

Annex 10 Attachment: Model Consignment Note

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

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

Annex 10 Attachment: Model Consignment Note

Copy nr. [1 (consignor)] [2 (consignee)] [3 (carrier)]

1 Consignor (name, address and contact data: phone, fax, email)		International Consignment Note (This carriage is subject notwithstanding any clause to the contrary to Annex 10 to the Agreement between Cambodia, PRC, Lao PDR, Myanmar, Thailand, and Viet Nam for the Facilitation of Cross-Border Transport of Goods and People)							
2 Consignee (name, address and contact data: phone, fax, email)		16 Contracting Carrier (name, address and contact data: phone, fax, email)							
3 Place of delivery of the goods		17 Subcontracting actual carrier (name, address and contact data: phone, fax, email)							
4 Place and date of taking in charge of the goods		18 Carrier's remarks							
5 Documents attached									
6 Marks and numbers	7 Number of Packages	8 Method of packing	9 (Dangerous) nature of the goods	10 Other particulars: – Customs value – Other	11 Gross weight in kg	12 Volume in m ³			
ADR Class		ADR Number		ADR Letter					
13 Consignor's instructions: – for Customs formalities: – for other formalities: – transshipment is/is not allowed – other:			19 Special Agreements: – cargo insurance to be arranged by the carrier: – period/latest day for performance of carriage: – declared value and/or special interest in delivery of goods:						
			20 To be paid by:		Consignor		Consignee		
			Carriage charges:						
			Reductions:						
			Balance:						
14 Instructions on payment of carriage charges: <input type="radio"/> prepaid <input type="radio"/> collect			Supplemental charges						
			Other charges						
TOTAL:									
21 Done at on 20			15 Cash on Delivery:						
22 Consignor's signature/stamp		23 Carrier's signature/stamp			24 Goods received: – at (place) – on (date) Consignee's remarks: Consignee's signature/stamp:				

Annex 11: Road and Bridge Design and Construction Standards and Specifications

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 25 of the Agreement, calling for this Annex to provide technical details,

HAVE AGREED AS FOLLOWS:

Article 1: Overview of Standards

An overview of the road design and construction standards is provided in Table 1.

Article 2: Classification

- (a) Routes and corridors designated in Protocol 1 of the Agreement shall be classified as shown in Table 2:

Table 1 Highway Standards

Highway classification		Primary (4 or more lanes) (control access)			Class I (4 or more lanes)		
Terrain classification		L	R	M	L	R	M
Design speed (km/h)		100–120	80–100	60–80	80–110	60–80	50–70
Width (m)	Right of way	(50–70) ((40–60))			(50–70) ((40–60))		
	Lane	3.75		3.50–3.75	3.50–3.75		
	Shoulder	1.50–3.00		2.50	1.50–3.00		1.50–2.50
Min. horizontal curve radius (m)		390	230	120	220	120	80
Type of pavement		Asphalt/cement concrete			Asphalt/cement concrete		
Max. superelevation (%)		(7) ((6–7))			(8) ((6–8))		
Max. vertical grade (%)		4	5	6	5	6	7
Min. vertical clearance (m)		4.50 [5.00]			4.50 [5.00]		
Structure loading (minimum)		HS20-44			HS20-44		
Highway classification		Class II (2 lanes)			Class III (2 lanes)		
Terrain classification		L	R	M	L	R	M
Design speed (km/h)		80–100	60–80	40–60	60–80	50–70	30–60
Width (m)	Right of way	(40–60) ((30–40))			30–40		
	Lane	3.50–3.75			3.00[3.25]		
	Shoulder	1.50–2.50		1.50–2.00	1.50[2]		1.0–1.5[1.5]
Min. horizontal curve radius (m)		200	110	50	110	75	50
Type of pavement		Asphalt/cement concrete			Double bituminous treatment		
Max. superelevation (%)		(10) ((6))			(10) ((6))		
Max. vertical grade (%)		6	7	8	6	7	8
Min. vertical clearance (m)		4.50			4.50		
Structure loading (minimum)		HS20-44			HS20-44		

[] = Desirable Values, () = Rural, (()) = Urban, L = Level Terrain, M = Mountainous Terrain, R = Rolling Terrain

Notes:

1. The right-of-way width, lane width, shoulder width, and maximum superelevation rate can be varied if necessary to conform with the Contracting Parties' design standards.

2. National standards for structure loads may be applied.

Table 2 Classification (Based on Asian Highway Standards by UNESCAP 1995)

Classification	Description	Pavement type
Primary	Access-controlled motorway	Asphalt or cement concrete
Class I	4 or more lanes highway	Asphalt or cement concrete
Class II	2 lanes	Asphalt or cement concrete
Class III	2 lanes (narrow)	Double bituminous treatment

- (b) "Primary" class refers to access-controlled motorways. Access-controlled motorways shall be used exclusively by automobiles. Access to motorways shall be at grade-separated interchanges only. Motorcycles, bicycles, and pedestrians shall not be allowed to enter motorways in order to ensure traffic safety and the high running speed of automobiles except when allowed by domestic legislation and regulations. At-grade intersections shall not be designed on motorways, and the carriageway shall be divided by a median strip. This class was included in the classification in view of the recent development of motorways in GMS countries.
- (c) Class III can be used only when the funding for the construction and/or land for the road is limited. The type of pavement should be upgraded to asphalt concrete or cement concrete as soon as possible in the future. Since Class III is also regarded as the minimum desirable standard, upgrading of any road sections below Class III to comply with the Class III standard should be encouraged.
- (d) Future traffic volume projected for 20 years after completion of road construction/improvement (called projected daily traffic volume hereinafter) should be used to determine the class of road as described below.
- (e) It is recognized internationally that the presence of heavy vehicles and slow-moving vehicles greatly influences the design of a highway. Therefore, in this classification system, it is proposed to use the "Passenger Car Unit (pcu)" approach, which is widely used for design purposes in Asian countries.
- (f) The traffic volume of light vehicles does not need to be taken into account if exclusive lanes for light vehicles are provided. Flow coefficients for heavy vehicles can be increased if the road is located in a mountainous area.
- (g) Class of road is determined as follows using "pcu" as an index representing traffic volume:
- (i) Determine "PDT" or "projected daily traffic volume (pcu/day)" using projected traffic volume by vehicle type (vehicles/day) and flow coefficients.
 - (ii) Determine "K value", which is the ratio of the 30th highest hourly traffic volume over one year (pcu/hour) to annual average daily traffic (pcu/day). Traffic count data on a road section, which has similar characteristics as the planned road, can be used. The K value is usually around 0.10.
 - (iii) Determine "D value", which is the ratio of heavy directional peak hour (30th highest) traffic volume (pcu/hour) to both directions peak hour (30th highest) traffic

volume (pcu/hour). The D value usually ranges from 0.55 to 0.60, although it could reach 0.80.

- (iv) Calculate “PPHT” or “planning peak hour traffic volume (pcu/hour)” using the formula $PPHT = PDT \times K \times D$. PPHT represents projected heavy directional 30th highest hourly traffic volume (pcu/hour).
- (v) Divide PPHT (pcu/hour) by 1,800 (pcu/hour), which is widely recognized as the standard capacity per one lane, and round up the calculated value to determine the number of lanes in one direction. Multiplying by 2 gives the required number of lanes (both directions).
- (vi) Determine the class according to the required number of lanes determined in step (v). “Primary” class can be used if the development of an access-controlled motorway is needed.

Article 3: Terrain Classification

The terrain classifications shown in Table 3 shall be used.

Table 3 Terrain Classification

Terrain classification	Cross slope
Level (L)	0 to 9.9%.
Rolling (R)	10 to 24.9%
Mountainous (M)	25% or higher

Article 4: Design Speed

The relation between design speed, highway classification, and terrain classification is shown in Table 1 in Article 1. A design speed of 120 km/h shall be used only for Primary class (access-controlled motorways) roads that have median strips and grade-separated interchanges. Recommended design speeds for urban areas are as follows:

- Class Primary* 80–100 km/h
- Class I* 60–80 km/h
- Class II* 50–60 km/h
- Class III* 30–50 km/h

Article 5: Cross Section

- (a) The dimensions, such as right-of-way width, lane width, and shoulder width, are shown in Table 1 in Article 1 for each highway classification.
- (b) It is highly recommended that pedestrians, bicycles, and animal-drawn carts be separated from through traffic by provision, where practical, of frontage roads and/or sidewalks for the sections where smooth traffic is impeded by the existence of this local traffic.

Article 6: Horizontal Alignment

- (a) Horizontal alignment shall be consistent with the topography of the terrain and should provide for safe and continuous operation at a uniform design speed. Horizontal alignment must afford at least the minimum stopping sight distance for this design speed.

- (b) In the design of highway curves it is necessary to establish the proper relation between design speed and curvature and also their joint relations with superelevation and side friction. Radius of curvature may be calculated from:

$$R = \frac{v^2}{127.5(e + f)}$$

where v = Design speed (km/h)

e = Rate of roadway superelevation m/m

f = Side friction factor

R = Radius of curve (m)

The recommended side friction factor is shown in Table 4.

Table 4 Recommended Side Friction Factor

Design speed (km/h)	40	50	60	70	80	90	100	110	120
Side friction factor	0.16	0.16	0.15	0.15	0.14	0.13	0.13	0.12	0.11

- (c) The minimum curve radius is the limiting value of curvature for a given design speed and is determined from the formula in (c) above using the maximum suggested superelevation rate and the related side friction factor. Minimum curve radius shall be applied only when necessary and shall be used in conjunction with transition curve, which is also recommended for longer curves; larger values by up to 100 percent should be considered as the design normal curve radius.
- (d) Widening along the horizontal curves should be provided based on the design speed, the pavement width, the radius of curve, and the dimension of the standard truck.
- (e) The recommended minimum horizontal curve radius in urban areas is as follows:

<i>Class Primary</i>	230	<i>m</i>
<i>Class I</i>	120	<i>m</i>
<i>Class II</i>	75	<i>m</i>
<i>Class III</i>	50	<i>m</i>

Article 7: Vertical Alignment

- (a) The vertical alignment of any highway shall be as smooth as is economically possible, that is, there shall be a balance of cutting and filling to eliminate the rolling nature of the land. In the use of the maximum vertical gradient, it shall be kept clear in the mind of the designer that, once constructed to a given vertical grade, the highway cannot be upgraded to a lesser gradient without the loss of the entire initial investment. The maximum vertical grade shown in Table 1 in Article 1 shall be used. The minimum vertical curve length shall be based on the algebraic difference in grades, the design speed, and the minimum stopping sight distance.
- (b) The critical length of gradient section for the provision of a climbing lane is recommended to highway classifications Primary and Class I, as shown in Table 5.

It is desirable to provide a climbing lane to the up-gradient highways with heavy truck traffic where the length of gradient exceeds the above values.

Table 5 Critical Length of Gradient Section for the Provision of a Climbing Lane

Terrain classification	Primary	Class I	Remarks
Level (L)	3% – 800 m	3% – 900 m	National standards may also be adopted, e.g., based on volume.
	4% – 500 m	4% – 700 m	
Rolling (R)	4% – 700 m	4% – 800 m	
	5% – 500 m	5% – 600 m	
Mountainous (M)	5% – 600 m	5% – 700 m	
	6% – 400 m	7% – 400 m	

Article 8: Pavement

- (a) Carriageways should be paved with cement or asphalt concrete. Only in cases where the anticipated traffic volume is quite low will bituminous treatment be adopted as surfacing. It is also recommended that the shoulders be paved with cement or asphalt concrete or be surfaced with bituminous materials.
- (b) Road pavement is designed taking into account (i) maximum wheel load which should be based on the standard trucks, (ii) traffic volume, (iii) design life, and (iv) qualities of materials to be used.

Article 9: Bridges and Culverts

Bridges and culverts should be built as permanent structures. For minor bridges shorter than 50 m, the full roadway width should be carried through including the width of shoulders. The minimum width between curbs for a major bridge longer than 50 m should be one half meter greater than the width of the pavement approaching it. A 1-m wide walkway should be provided but for long spans it can be limited to one side of the bridge only.

Article 10: Structure Loading

- (a) Increasing heavy traffic, particularly container traffic, requires properly designed load capacity (maximum axle load). In order to prevent serious damage to road structures, and also to reduce maintenance costs, the routes and corridors designated in Protocol 1 of the Agreement, as an international road network, should have high design load capacity.
- (b) The minimum design loading of HS20-44, which is the international standard corresponding to full-size trailer loading, shall therefore be used for design of structures. National standards may also be applied.

Article 11: Vertical Clearance

Minimum vertical clearance shall be 4.50 m, which is the requirement for safe passage of standard ISO containers. However, in cases where sufficient clearance cannot be secured because of the high cost of rebuilding existing structures such as bridges, goose-neck trailers with low vehicle bed clearance could be used. Generally the desirable vertical

clearance should be 5.00 m, especially on Primary roads along routes and corridors designated in Protocol 1 of the Agreement, which will be constructed or improved.

Article 12: Recommended Roadside Equipment

The Contracting Parties will consider installing the following recommended roadside equipment, as required for safety and in accordance with the highway classification:

- (a) **Illumination**
 - (i) In special areas, such as frontier posts, long tunnels and bridges, adjoining areas, and interchanges with other roads.
 - (ii) Also certain other sections of the road may require homogeneous lighting.
- (b) **Anti-Glare Devices**

Outside illuminated sections with narrow medians, an artificial screen or hedge on the central (median) strip or shoulder strip in order to shield it respectively from the opposite carriageway or from a parallel road.
- (c) **Acceleration and Deceleration Lanes**

Acceleration and deceleration lanes for access to or exit from the motor or expressway.
- (d) **Emergency Stopping Strip (Stabilized Shoulder)**

On Primary and Class I highways a continuous stabilized and paved emergency stopping strip on the shoulder.
- (e) **Arrester Beds**

In order to assure the safety of trucks on long steep gradients, where no other measure is possible, arrester beds built alongside the downhill lane.
- (f) **Safety Fences and Barriers**

Guard rails, crash barriers, safety barriers, and fences, designed to prevent vehicles from accidentally leaving the carriageway or in order to absorb the shock.
- (g) **Railway Intersections**

At different levels (bridge or tunnel) for motorways, expressways, and highways with high volume of traffic and trains.
- (h) **Protection from Animal Crossing**
 - (i) Fences installed wherever there is a risk of animals crossing the road.
 - (ii) Also suitable over- or underpasses for animals.
- (i) **Emergency Communication Systems**

Emergency call-points installed along the road and linked to a call-center operating around the clock, especially on Primary class highways.
- (j) **Service Facilities and Rest Areas**

Rest areas combined with service facilities (parking lot, fuel and vehicle maintenance station, communication center, sanitary equipment (toilets), hotel, restaurant) integrated in the road construction.

Article 13: 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 14: 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 15: 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 16: Conforming National Law

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

Article 17: Reservations

No reservation to the Annex shall be permitted.

Article 18: 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 19: 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 20: 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 21: 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 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 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
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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
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For the Government of the Lao People's Democratic Republic

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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 Khiem
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-exited 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 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

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 Kien
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-Kamport-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

Copies of the GMS Road Transport Permit

Editor's Note: The GMS Road Transport Permit was approved by the six GMS countries during the Customs Subcommittee¹⁸ Meeting on the GMS Customs Transit System on 3 April 2008 in Chengdu, PRC, and distributed to the GMS countries during the Negotiation Meeting on the Arrangement for Pilot Implementation of the GMS Customs Transit System (CTS) along the East–West and North–South Corridors, held in Chiang Mai, Thailand, on 29 July–1 August 2008. The permits for each of the six countries are presented on the following pages for reference.

¹⁸ The Customs Subcommittee is one of the subcommittees established under the Joint Committee (see Section IV B of this publication). As per Article 7 of Protocol 3 of the CBTA, the power to define the format of the road transport permit was delegated to the Joint Committee. In addition, the Third Meeting of the Joint Committee for the GMS CBTA (see Part IV C of this publication), held in Vientiane, Lao People's Democratic Republic, on 17 June 2010, referred to "agreement on a GMS Road Transport Permit."



National Transport Facilitation Committee, Cambodia

GMS Road Transport Permit¹

This document is issued in accordance with Protocol 3 and Article 23 of 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.

Permit No.	Country Code	Permit Number	Bar Code
------------	--------------	---------------	----------

- Type of Permit/Transport Operation²:
- Scheduled passenger
 - Non-scheduled passenger
 - Cargo

1. Issuing Authority:
 - 1.1 Name:
 - 1.2 Address:
 - 1.3 Contact Data³:
2. Beneficiary of the Permit⁴:
 - 2.1 Name:
 - 2.2 Address:
 - 2.3 Contact Data:
 - 2.4 Road Transport Operator’s National License Number:⁵
3. Particulars for Scheduled Passenger Transport Operations Only:
 - 3.1 Itinerary:
 - 3.2 Frequency of operations for the beneficiary:
 - 3.3 Maximum Capacity (number of seats/persons):
 - 3.4 Other Restrictions:⁶
4. Period of Validity: from until⁷
5. Allocated Vehicle Registration Number⁸:

	Prime mover/Truck/Bus	Semi-trailer		Prime mover/Truck/Bus	Semi-trailer
1			5		
2			6		
3			7		
4			8		

Place and date of Issuance:

Authentication (Seal/Stamp, Signature):

1. Warning: Counterfeiting is a criminal offence. This permit entitles its holder to perform cross-border road transport operations in the GMS region, subject to compliance with national laws of the Host Country, and the other conditions of the Agreement. The transport operator shall keep the original of this permit on board the vehicle at all times during cross-border transport operations for inspection and control purposes by authorities. This permit shall be valid only for the vehicle of which the registration number is entered on the permit form. Except for scheduled passenger transport operations, the Itineraries are restricted to the exit/entry point, routes, and corridors defined in Protocol 1 to the Agreement.
2. Please tick the type of transport operation.
3. Contact data may include: telephone number, fax number, email address, etc.
4. This permit is nominative and non-negotiable and non-transferable.
5. The validity of this permit shall be subject to the validity of the holder's transport operator license.
6. Other restrictions on this type of transport operations flowing from the arrangements on terms and conditions by the Country whose territory is traversed as per Article 5(b) of Protocol 3 to the Agreement.
7. Provided the permit was used before the expiry of its validity date by entering the territory of another GMS country than that of its holder transport operator, it shall remain valid until the completion of the transport operation by the return of the vehicle to its Home Country. A cross-border transport operation shall be completed by the exit of the vehicle from the Host Country territory within a period of 30 days from the date of entry in the Host Country territory. If the transport operator is unable to timely leave the Host Country territory, he/she shall inform the Host Country Competent Authority and may be required to file a request for extension.
8. Type of vehicle should be entered. Only the number(s) entered in the last box prevail(s). If the form has become full within its validity period, the issuing authority shall upon a simple request from its holder forthwith replace the original form.



National Transport Facilitation Committee, PRC

GMS Road Transport Permit¹

This document is issued in accordance with Protocol 3 and Article 23 of 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.

Permit No.	Country Code	Permit Number	Bar Code
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- Type of Permit/Transport Operation²:
- Scheduled passenger
 - Non-scheduled passenger
 - Cargo

1. Issuing Authority:
 - 1.1 Name:
 - 1.2 Address:
 - 1.3 Contact Data³:
2. Beneficiary of the Permit⁴:
 - 2.1 Name:
 - 2.2 Address:
 - 2.3 Contact Data:
 - 2.4 Road Transport Operator's National License Number:⁵
3. Particulars for Scheduled Passenger Transport Operations Only:
 - 3.1 Itinerary:
 - 3.2 Frequency of operations for the beneficiary:
 - 3.3 Maximum Capacity (number of seats/persons):
 - 3.4 Other Restrictions:⁶
4. Period of Validity: from until⁷
5. Allocated Vehicle Registration Number⁸:

	Prime mover/Truck/Bus	Semi-trailer		Prime mover/Truck/Bus	Semi-trailer
1			5		
2			6		
3			7		
4			8		

Place and date of Issuance:

Authentication (Seal/Stamp, Signature):

1. Warning: Counterfeiting is a criminal offence. This permit entitles its holder to perform cross-border road transport operations in the GMS region, subject to compliance with national laws of the Host Country, and the other conditions of the Agreement. The transport operator shall keep the original of this permit on board the vehicle at all times during cross-border transport operations for inspection and control purposes by authorities. This permit shall be valid only for the vehicle of which the registration number is entered on the permit form. Except for scheduled passenger transport operations, the Itineraries are restricted to the exit/entry point, routes, and corridors defined in Protocol 1 to the Agreement.
2. Please tick the type of transport operation.
3. Contact data may include: telephone number, fax number, email address, etc.
4. This permit is nominative and non-negotiable and non-transferable.
5. The validity of this permit shall be subject to the validity of the holder's transport operator license.
6. Other restrictions on this type of transport operations flowing from the arrangements on terms and conditions by the Country whose territory is traversed as per Article 5(b) of Protocol 3 to the Agreement.
7. Provided the permit was used before the expiry of its validity date by entering the territory of another GMS country than that of its holder transport operator, it shall remain valid until the completion of the transport operation by the return of the vehicle to its Home Country. A cross-border transport operation shall be completed by the exit of the vehicle from the Host Country territory within a period of 30 days from the date of entry in the Host Country territory. If the transport operator is unable to timely leave the Host Country territory, he/she shall inform the Host Country Competent Authority and may be required to file a request for extension.
8. Type of vehicle should be entered. Only the number(s) entered in the last box prevail(s). If the form has become full within its validity period, the issuing authority shall upon a simple request from its holder forthwith replace the original form.



National Transport Facilitation Committee, Lao PDR

GMS Road Transport Permit¹

This document is issued in accordance with Protocol 3 and Article 23 of 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.

Permit No.	Country Code	Permit Number	Bar Code
------------	--------------	---------------	----------

- Type of Permit/Transport Operation²:
- Scheduled passenger
 - Non-scheduled passenger
 - Cargo

1. Issuing Authority:
 - 1.1 Name:
 - 1.2 Address:
 - 1.3 Contact Data³:
2. Beneficiary of the Permit⁴:
 - 2.1 Name:
 - 2.2 Address:
 - 2.3 Contact Data:
 - 2.4 Road Transport Operator's National License Number:⁵
3. Particulars for Scheduled Passenger Transport Operations Only:
 - 3.1 Itinerary:
 - 3.2 Frequency of operations for the beneficiary:
 - 3.3 Maximum Capacity (number of seats/persons):
 - 3.4 Other Restrictions:⁶
4. Period of Validity: from until⁷
5. Allocated Vehicle Registration Number⁸:

	Prime mover/Truck/Bus	Semi-trailer		Prime mover/Truck/Bus	Semi-trailer
1			5		
2			6		
3			7		
4			8		

Place and date of Issuance:

Authentication (Seal/Stamp, Signature):

1. Warning: Counterfeiting is a criminal offence. This permit entitles its holder to perform cross-border road transport operations in the GMS region, subject to compliance with national laws of the Host Country, and the other conditions of the Agreement. The transport operator shall keep the original of this permit on board the vehicle at all times during cross-border transport operations for inspection and control purposes by authorities. This permit shall be valid only for the vehicle of which the registration number is entered on the permit form. Except for scheduled passenger transport operations, the Itineraries are restricted to the exit/entry point, routes, and corridors defined in Protocol 1 to the Agreement.
2. Please tick the type of transport operation.
3. Contact data may include: telephone number, fax number, email address, etc.
4. This permit is nominative and non-negotiable and non-transferable.
5. The validity of this permit shall be subject to the validity of the holder's transport operator license.
6. Other restrictions on this type of transport operations flowing from the arrangements on terms and conditions by the Country whose territory is traversed as per Article 5(b) of Protocol 3 to the Agreement.
7. Provided the permit was used before the expiry of its validity date by entering the territory of another GMS country than that of its holder transport operator, it shall remain valid until the completion of the transport operation by the return of the vehicle to its Home Country. A cross-border transport operation shall be completed by the exit of the vehicle from the Host Country territory within a period of 30 days from the date of entry in the Host Country territory. If the transport operator is unable to timely leave the Host Country territory, he/she shall inform the Host Country Competent Authority and may be required to file a request for extension.
8. Type of vehicle should be entered. Only the number(s) entered in the last box prevail(s). If the form has become full within its validity period, the issuing authority shall upon a simple request from its holder forthwith replace the original form.



National Transport Facilitation Committee, Myanmar

GMS Road Transport Permit¹

This document is issued in accordance with Protocol 3 and Article 23 of 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.

Permit No.	Country Code	Permit Number	Bar Code
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- Type of Permit/Transport Operation²:
- Scheduled passenger
 - Non-scheduled passenger
 - Cargo

1. Issuing Authority:
 - 1.1 Name:
 - 1.2 Address:
 - 1.3 Contact Data³:
2. Beneficiary of the Permit⁴:
 - 2.1 Name:
 - 2.2 Address:
 - 2.3 Contact Data:
 - 2.4 Road Transport Operator's National License Number:⁵
3. Particulars for Scheduled Passenger Transport Operations Only:
 - 3.1 Itinerary:
 - 3.2 Frequency of operations for the beneficiary:
 - 3.3 Maximum Capacity (number of seats/persons):
 - 3.4 Other Restrictions:⁶
4. Period of Validity: from until⁷
5. Allocated Vehicle Registration Number⁸:

	Prime mover/Truck/Bus	Semi-trailer		Prime mover/Truck/Bus	Semi-trailer
1			5		
2			6		
3			7		
4			8		

Place and date of Issuance:

Authentication (Seal/Stamp, Signature):

1. Warning: Counterfeiting is a criminal offence. This permit entitles its holder to perform cross-border road transport operations in the GMS region, subject to compliance with national laws of the Host Country, and the other conditions of the Agreement. The transport operator shall keep the original of this permit on board the vehicle at all times during cross-border transport operations for inspection and control purposes by authorities. This permit shall be valid only for the vehicle of which the registration number is entered on the permit form. Except for scheduled passenger transport operations, the Itineraries are restricted to the exit/entry point, routes, and corridors defined in Protocol 1 to the Agreement.
2. Please tick the type of transport operation.
3. Contact data may include: telephone number, fax number, email address, etc.
4. This permit is nominative and non-negotiable and non-transferable.
5. The validity of this permit shall be subject to the validity of the holder's transport operator license.
6. Other restrictions on this type of transport operations flowing from the arrangements on terms and conditions by the Country whose territory is traversed as per Article 5(b) of Protocol 3 to the Agreement.
7. Provided the permit was used before the expiry of its validity date by entering the territory of another GMS country than that of its holder transport operator, it shall remain valid until the completion of the transport operation by the return of the vehicle to its Home Country. A cross-border transport operation shall be completed by the exit of the vehicle from the Host Country territory within a period of 30 days from the date of entry in the Host Country territory. If the transport operator is unable to timely leave the Host Country territory, he/she shall inform the Host Country Competent Authority and may be required to file a request for extension.
8. Type of vehicle should be entered. Only the number(s) entered in the last box prevail(s). If the form has become full within its validity period, the issuing authority shall upon a simple request from its holder forthwith replace the original form.



National Transport Facilitation Committee, Thailand

GMS Road Transport Permit¹

This document is issued in accordance with Protocol 3 and Article 23 of 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.

Permit No.	Country Code	Permit Number	Bar Code
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- Type of Permit/Transport Operation²:
- Scheduled passenger
 - Non-scheduled passenger
 - Cargo

1. Issuing Authority:
 - 1.1 Name:
 - 1.2 Address:
 - 1.3 Contact Data³:
2. Beneficiary of the Permit⁴:
 - 2.1 Name:
 - 2.2 Address:
 - 2.3 Contact Data:
 - 2.4 Road Transport Operator's National License Number:⁵
3. Particulars for Scheduled Passenger Transport Operations Only:
 - 3.1 Itenary:
 - 3.2 Frequency of operations for the beneficiary:
 - 3.3 Maximum Capacity (number of seats/persons):
 - 3.4 Other Restrictions:⁶
4. Period of Validity: from until⁷
5. Allocated Vehicle Registration Number⁸:

	Prime mover/Truck/Bus	Semi-trailer		Prime mover/Truck/Bus	Semi-trailer
1			5		
2			6		
3			7		
4			8		

Place and date of Issuance:

Authentication (Seal/Stamp, Signature):

1. Warning: Counterfeiting is a criminal offence. This permit entitles its holder to perform cross-border road transport operations in the GMS region, subject to compliance with national laws of the Host Country, and the other conditions of the Agreement. The transport operator shall keep the original of this permit on board the vehicle at all times during cross-border transport operations for inspection and control purposes by authorities. This permit shall be valid only for the vehicle of which the registration number is entered on the permit form. Except for scheduled passenger transport operations, the Itineraries are restricted to the exit/entry point, routes, and corridors defined in Protocol 1 to the Agreement.
2. Please tick the type of transport operation.
3. Contact data may include: telephone number, fax number, email address, etc.
4. This permit is nominative and non-negotiable and non-transferable.
5. The validity of this permit shall be subject to the validity of the holder's transport operator license.
6. Other restrictions on this type of transport operations flowing from the arrangements on terms and conditions by the Country whose territory is traversed as per Article 5(b) of Protocol 3 to the Agreement.
7. Provided the permit was used before the expiry of its validity date by entering the territory of another GMS country than that of its holder transport operator, it shall remain valid until the completion of the transport operation by the return of the vehicle to its Home Country. A cross-border transport operation shall be completed by the exit of the vehicle from the Host Country territory within a period of 30 days from the date of entry in the Host Country territory. If the transport operator is unable to timely leave the Host Country territory, he/she shall inform the Host Country Competent Authority and may be required to file a request for extension.
8. Type of vehicle should be entered. Only the number(s) entered in the last box prevail(s). If the form has become full within its validity period, the issuing authority shall upon a simple request from its holder forthwith replace the original form.



National Transport Facilitation Committee, Viet Nam

GMS Road Transport Permit¹

This document is issued in accordance with Protocol 3 and Article 23 of 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.

Permit No.	Country Code	Permit Number	Bar Code
------------	--------------	---------------	----------

- Type of Permit/Transport Operation²:
- Scheduled passenger
 - Non-scheduled passenger
 - Cargo

1. Issuing Authority:

- 1.1 Name:
- 1.2 Address:
- 1.3 Contact Data³:

2. Beneficiary of the Permit⁴:

- 2.1 Name:
- 2.2 Address:
- 2.3 Contact Data:
- 2.4 Road Transport Operator's National License Number:⁵

3. Particulars for Scheduled Passenger Transport Operations Only:

- 3.1 Itinerary:
- 3.2 Frequency of operations for the beneficiary:
- 3.3 Maximum Capacity (number of seats/persons):
- 3.4 Other Restrictions:⁶

4. Period of Validity: from until⁷

5. Allocated Vehicle Registration Number⁸:

	Prime mover/Truck/Bus	Semi-trailer		Prime mover/Truck/Bus	Semi-trailer
1			5		
2			6		
3			7		
4			8		

Place and date of Issuance:

Authentication (Seal/Stamp, Signature):

1. Warning: Counterfeiting is a criminal offence. This permit entitles its holder to perform cross-border road transport operations in the GMS region, subject to compliance with national laws of the Host Country, and the other conditions of the Agreement. The transport operator shall keep the original of this permit on board the vehicle at all times during cross-border transport operations for inspection and control purposes by authorities. This permit shall be valid only for the vehicle of which the registration number is entered on the permit form. Except for scheduled passenger transport operations, the Itineraries are restricted to the exit/entry point, routes, and corridors defined in Protocol 1 to the Agreement.
2. Please tick the type of transport operation.
3. Contact data may include: telephone number, fax number, email address, etc.
4. This permit is nominative and non-negotiable and non-transferable.
5. The validity of this permit shall be subject to the validity of the holder's transport operator license.
6. Other restrictions on this type of transport operations flowing from the arrangements on terms and conditions by the Country whose territory is traversed as per Article 5(b) of Protocol 3 to the Agreement.
7. Provided the permit was used before the expiry of its validity date by entering the territory of another GMS country than that of its holder transport operator, it shall remain valid until the completion of the transport operation by the return of the vehicle to its Home Country. A cross-border transport operation shall be completed by the exit of the vehicle from the Host Country territory within a period of 30 days from the date of entry in the Host Country territory. If the transport operator is unable to timely leave the Host Country territory, he/she shall inform the Host Country Competent Authority and may be required to file a request for extension.
8. Type of vehicle should be entered. Only the number(s) entered in the last box prevail(s). If the form has become full within its validity period, the issuing authority shall upon a simple request from its holder forthwith replace the original form.

III. Negotiation Meetings

A. Negotiation of the Original Cross-Border Transport Facilitation Agreement

First Tripartite Meeting on Draft 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 People¹⁹

Bangkok, Kingdom of Thailand, 21–22 December 1998,

Minutes of Discussion

I. Introduction

1. The First Tripartite Meeting on the Draft 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 was held in Bangkok, Kingdom of Thailand, on 21–22 December 1998. The Meeting was hosted by and organized by the Government of the Kingdom of Thailand with assistance from the Asian Development Bank (Bank).
2. The purpose of the Meeting was to discuss the Draft 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 and come to agreement on the Articles presented in the Draft Agreement, and determine the next steps toward signing the Agreement and continuing the process of developing the Annexes and Protocols and matters relating to implementation. The Meeting Agenda is attached as Annex 1.
3. The participants included delegations from the Lao People’s Democratic Republic, the Kingdom of Thailand, the Socialist Republic of Viet Nam, and the Bank. The List of Participants is attached as Annex 2.

¹⁹ Editor’s Note: Annexes listed in these meeting minutes are not included in this publication.

4. The Meeting was chaired by Mr. Mahidol Chantrangkurn, Permanent Secretary, Ministry of Transport and Communications (MOTC), Kingdom of Thailand.

II. Opening Session

5. His Excellency Suthep Thaugsuban, Minister of Transport and Communications, welcomed the participants to the Meeting and stressed the importance of this Meeting as an important step in realizing the long-term benefits of the facilitation of transit and inter-state transport in bringing about a more harmonious and efficient transport system in support of the expansion of trade, industrial linkages and closer economic integration in the region. The heads of the delegations from the Lao People's Democratic Republic, the Kingdom of Thailand, the Socialist Republic of Viet Nam, and the Bank also made opening statements in support of this general theme. The Opening Statements are attached as Annexes 3 to 7.

III. Discussion of the Agreement

6. Dr. Kristiaan C. Bernauw, the Consultant engaged by the Bank, provided the Meeting participants with an overview of the Draft Agreement after which the Chairman requested the Meeting to discuss the Draft Agreement article by article with the objective of reaching agreement on the substance and the wording of each of them. The first draft is attached as Annex 8. This was accomplished with the exception of Articles 9, 19, 23, and 32. The Viet Nam delegation will consider further and advise their position on Articles 9, 19, and 23 in writing to the Bank and the Thailand delegation will consider their position on Article 32 and similarly advise the Bank (Manager, Transport and Communications Division (West)). The Official Draft Agreement is attached as Annex 9.

IV. Next Steps

7. Once the wording of the entire Agreement is settled, the Agreement will be formally signed at a Meeting to be held in Vientiane, Lao People's Democratic Republic, no later than 30 April 1999.

8. The designated contact persons for the purpose of this Agreement will be:

Vice Minister, MCTPC, Lao People's Democratic Republic
Permanent Secretary, MOTC, Kingdom of Thailand
Permanent Vice Minister, MOT, Socialist Republic of Viet Nam
Manager, IWTC, ADB

9. For the presentation of the Annexes and Protocols to the Agreement, the Meeting requested the Bank to provide additional assistance for the provision of international and local consultants to work with the three countries to develop them.

IV. Acknowledgments

10. The three delegations expressed satisfaction with the results of the First Tripartite Meeting which was held in an amicable atmosphere and spirit of friendship. They also expressed their sincere thanks to the Bank for its continued support to the GMS program.

11. The Meeting also expressed its sincere appreciation to the Government of the Kingdom of Thailand for the warm hospitality accorded as well as the excellent arrangements for this Meeting in Bangkok, Kingdom of Thailand.

Signed in Bangkok, Kingdom of Thailand, on 22 December 1998.

Lao People's Democratic Republic

(Signed) H.E. Xay Phakasoum
Vice Minister, MCTPC

Kingdom of Thailand

(Signed) H.E. Mahidol Chantrangkum
Permanent Secretary, MOTC

Socialist Republic of Viet Nam

(Signed) H.E. Dr. Dao Dinh Binh
Permanent Vice Minister, MOT

Asian Development Bank

(Signed) Dr. Gunter Hecker
Manager, IWTC

B. Explanatory Notes on the Negotiation of the Annexes and Protocols

Note on Staging of Negotiations of Annexes and Protocols

Editor's Note: The GMS countries agreed on the staging of the negotiations of the annexes and protocols as shown in the table below.

Annex/Protocol	Stage 1	Stage 2	Stage 3	Comments
Annex 1: Carriage of Dangerous Goods		X		Mainly requires agreement on definitional categories, but there is a lot of text to "digest"; included in Stage 2 and not Stage 3 because of the possibility of referring to ASEAN Protocol 9
Annex 2: Registration of Vehicles in International Traffic	X			Easy to understand, little argument against it, although a phase-in period may need to be adopted regarding Article 4 requiring use of Latin characters in registration plates
Annex 3: Carriage of Perishable Goods		X		If the annex is "stripped down," agreement could be reached with relative ease; however, some additional modification in the draft annex may be required to take account of the cross-border movement of herds, an issue raised during the Sixth Subregional Transport Forum and one that may raise some complications; alternatively, it may be decided that elaborate modalities for perishable goods need not be spelled out.
Annex 4: Facilitation of Frontier Crossing Formalities	X			Included in Stage 1 because of the possibility of referring to ASEAN regime
Annex 5: Cross-Border Movement of People			X	Rather difficult because extensive internal coordination among different ministries is required
Annex 6: Transit and Inland Customs Clearance Regime			X	Difficult because of time required both to understand the concept and reach internal agreement
Annex 7: Road Traffic Regulation and Signage	X			Not difficult as most countries are adhering to much of the annex already, it does not require acceding to an international convention, and, if necessary, transition periods can be adjusted
Annex 8: Temporary Importation of Road Vehicles			X	Difficult both because of time required to understand the concept and reach internal agreement

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Table continued

Annex/Protocol	Stage 1	Stage 2	Stage 3	Comments
Annex 9: Criteria for Licensing of Transport Operators for Cross-Border Transport Operations		X		Easy to understand, but it will take time to reach agreement and fill in some of the requirements
Annex 10: Conditions of Transport		X	X	May require some time for countries to agree to implement this annex; because of the high level of difficulty (internal legislation may require modification), it should be started in Stage 2 rather than left to the end of the process
Annex 11: Road and Bridge Design Classification Standards	X			If the ASEAN approach is accepted and repeated here, agreement can be reached quickly
Annex 12: Border Crossing and Transit Facilities and Services	X			Logically to be taken up with Annex 4; included in Stage 1 because of possibility of referring to ASEAN regime
Annex 13a: Multimodal Carrier Liability Regime	X			Stage 1, if a decision can be taken to follow the ASEAN approach; otherwise it is analogous to Annex 10 (very difficult)
Annex 13b: Criteria for Licensing of Multimodal Transport Operators for Cross-Border Transport Operations		X		Analogous to Annex 9 (Stage 2)
Annex 14: Container Customs Regime			X	Difficult both because of time required to understand the concept and reach internal agreement
Annex 15: Commodity Classification System	X			Easy as ASEAN has already accepted the approach (and the PRC acceded to the HS Convention in 1992)
Protocol 1: Designation of Corridors, Routes, and Points of Entry and Exit (Border Crossings)	X			Should be taken up in Stage 1, as associated investment in infrastructure will take time

continued on next page

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Table continued

Annex/Protocol	Stage 1	Stage 2	Stage 3	Comments
Protocol 2: Road User Charges for Transit Traffic		X	X	To start, should wait for the results of an upcoming ADB TA for the East-West Transport Corridor on this subject to provide for a working example; because of the difficulty of the negotiations involved, it best not be left to the end of the process; arguably however, this protocol is or will no longer be necessary with the passage of time
Protocol 3: Frequency and Capacity of Services (Quotas) and Issuance of Permits		X	X	Because of the difficulty of the negotiations involved, it best not be left to the end of the process

Guidelines for Negotiation Meetings for the Annexes and Protocols

1.1 Background

The purpose of this document is to present a few simple and clear guidelines to avoid misunderstandings during the negotiation process, as well as ensure fairness in the procedures. Experience proves that sometimes valuable time is lost agreeing on the mere rules of procedure before embarking on matters of substance. Too much formality and too much detail risks loss of time.

1.2 Representatives and Observers

1.2.1 The Greater Mekong Subregion (GMS) Countries²⁰

It is considered advisable to involve Myanmar in the negotiation process by allowing it to attend the meetings as a future contracting party. Such attendance may stimulate Myanmar to sign the Agreement, to the benefit not only of Myanmar but also to the other GMS countries. Such attendance by Myanmar will save valuable time when Myanmar accedes to the Agreement.

1.2.2 The Delegations

The delegations will be set by each participating country, but continuity in delegations from meeting to meeting should be achieved to the extent possible.

1.2.3 Participation

Participants in the meetings will be limited to GMS delegations. Resource persons and observers from international organizations may be invited as appropriate.

1.3 Venue, Host, and Expenses

These aspects will be determined based on consultations by the Asian Development Bank (ADB) with the governments. It is envisaged that each country would have the opportunity to host a meeting or meetings. ADB will provide financial assistance under its regional technical assistance for facilitating the cross-border movement of goods and people in the GMS in defraying the cost of these meetings.

1.4 Officers (Chairperson, Co-Chairperson, Rapporteur) of the Meetings

Meetings will be chaired by a senior official of the host country, preferably the chairperson or a senior member of the National Transport Facilitation Committee of the host country. The co-chairperson will be a senior official of ADB. The chairperson (and co-chairperson) will direct the discussion and maintain meeting order. ADB's GMS Unit and its consultants will serve the rapporteur function.

1.5 Working Language

The language of the meeting proceedings (discussion) and the language of meeting documents will be English.

²⁰ Comprises 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.

1.6 Official Record of the Proceedings

The official record of the meeting proceedings will be prepared by the GMS Unit of ADB (assisted by its consultants) in the form of an end-of-meeting report approved by all participating delegations (excluding observers).

1.7 Secretariat

ADB, consistent with its coordinating role in the GMS Program as has been endorsed by the GMS Ministerial Conference and GMS Summit, will continue facilitating the finalization of the GMS cross-border agreement and its annexes and protocols. This will include playing the role of facilitator and co-organizer of the meetings to negotiate the annexes and protocols. ADB's GMS Unit will serve the secretariat function for the negotiations process.

Based on consultations with the governments, ADB's GMS Unit will be responsible for, among other things, the following:

- (i) scheduling of the meetings;
- (ii) setting the time frame for comments on proposals;
- (iii) providing (through its consultants) independent assessments of proposals;
- (iv) drawing up the agenda of the meetings; and
- (v) timing and mode (e.g., postal mail, fax, email) of circulation of the agenda and meeting documents.

1.8 Quorum and Mode of Decision Making

Attendance of all GMS countries is required.

Decisions are to be made by consensus of the participating GMS countries.

1.9 Principles to Guide Negotiations

The following principles will guide the negotiations:

- (i) In order to maximize the use of the time of the delegates (who will be coming from different ministries), the meeting may be split up temporarily into parallel working groups, each of which may be co-chaired by the official concerned in the host country and ADB to negotiate particular annexes or protocols. The working groups will explore the draft text of the annexes or protocols and possibly propose to the plenary meeting amendment(s) in the wording of the annexes or protocols, along with an explanation of the rationale for the proposed change(s). The chairperson of each working group will provide a summary of the respective working group meeting when the participants convene in a plenary session.
- (ii) Annexes or protocols may be considered article by article, or country by country (with each country stating its views).
- (iii) Each meeting will seek to reach agreement on each annex or protocol on the agenda. To the extent necessary, between negotiation meetings, negotiations will continue through email and/or fax.

C. Stage I – Annexes and Protocols

First Negotiation Meeting, Ha Noi, Viet Nam, 25–27 February 2003²¹

I. Introduction

1. The First Negotiation Meeting (the Meeting) on the Stage 1 Annexes and Protocols of the GMS Cross-Border Transport Facilitation Agreement (A&P1-1) was held in Ha Noi, Viet Nam, on 25–27 February 2003. The Meeting was jointly organized by the Government of the Socialist Republic of Viet Nam and the Asian Development Bank (ADB).
2. The objectives of the Meeting were to discuss and reach agreement on the following: (i) guidelines to negotiate the annexes and protocols, (ii) Stage 1 annexes and protocols, and (iii) draft amendment to Article 17 (Driving Permits) to the GMS Cross-Border Transport Facilitation Agreement. The Meeting Agenda is attached as Appendix 1.
3. The participants of the Meeting consisted of delegations from the Kingdom of Cambodia, the People's Republic of China (PRC), the Lao People's Democratic Republic (Lao PDR), the Union of Myanmar, Kingdom of Thailand, and the Socialist Republic of Viet Nam. ADB staff and consultants facilitated the Meeting and served as resource persons. The list of participants is attached as Appendix 2.

II. Opening Session

4. His Excellency Mr. Pham The Minh, Vice Minister, Ministry of Transport (MOT), welcomed the participants of the Meeting and expressed his appreciation to the representatives of the GMS countries for their participation, and ADB for jointly organizing the Meeting. Mr. Minh highlighted the importance that Viet Nam attaches to the GMS Program. In the transport sector, in particular, Viet Nam has accorded high priority to the development of regional road transport corridors. Mr. Minh stated that a legal reform program in the transport sector is being undertaken in Viet Nam. Pilot testing of an administration reform program in the field of maritime is being conducted in accordance with international regulations and practices. Mr. Minh expressed the hope that this program could be extended to border crossings in order to facilitate cross-border movement. Mr. Minh noted that the accession of PRC was a great event marking an important step in transport cooperation and cross-border trade, and expressed the hope that Myanmar will accede to the Agreement soon. Mr. Minh highlighted the importance of the Meeting as it will negotiate the annexes and protocols. The GMS Agreement will help open up the GMS transport corridors by 2005, which will help transform them into economic corridors.
5. Mr. Yushu Feng, Programs Economist, Operations Coordination Division, Mekong Department, ADB, in his Opening Statement, thanked MOT for jointly organizing the Meeting with ADB and the GMS officials for participating in the Meeting. Mr. Feng stated that since the GMS Program started in 1992, GMS governments have recognized the importance of so-called "software" aspects of subregional cooperation, which includes the mitigation of nonphysical barriers to the cross-border transport of goods and people.

²¹ Editor's Note: Appendixes listed in this summary of proceedings are not included in this publication.

Mr. Feng emphasized that the negotiation, finalization, and signing of the annexes and protocols is a long-term, dynamic, and continuing process. Close coordination is needed within each country and among the GMS countries. Mr. Feng expressed the hope that the Meeting will provide the momentum to finalize the annexes and protocols, and that the Stage 1 annexes and protocols will be finalized this year and signed at the 12th GMS Ministerial Conference to be held in the PRC in the fourth quarter of the year. Mr. Feng echoed the message of the first GMS Summit in Phnom Penh in November last year, which is to “Make it Happen.”

III. Discussion and Agreement on Guidelines to Negotiate the Annexes and Protocols

6. The Meeting agreed on the Guidelines to Negotiate the Annexes and Protocols to the GMS Cross-Border Transport Facilitation Agreement, which is attached as Appendix 3.

IV. General Remarks

7. The Meeting agreed that items in the draft annexes and protocols that will be the subject of further negotiation will be enclosed in square brackets (“[]”).

8. The Meeting agreed that references in the annexes and protocols to international conventions or agreements be replaced by the appropriate articles/wording of the relevant sections of the referenced international conventions or agreements. The Meeting, however, agreed to allow the reference in Annex 15 to the Harmonized System Convention as all GMS countries have adopted this System.

9. The Meeting agreed to submit for the consideration by the GMS Senior Officials’ Meeting, the issue of depositary for the GMS Cross-Border Transport Facilitation Agreement, amendments, annexes and protocols, notifications of ratification or acceptance, and other related legal documents.

V. Negotiation of Stage 1 Annexes and Protocol

Annex 2: Registration of Vehicles in International Traffic

10. The Meeting agreed in principle on all articles of Annex 2, except Article 3 (Identification Marks), Article 4 (Registration Certificate), and Article 5 (Registration Plate). The revised draft is attached as Appendix 4.

11. The Meeting agreed that the country delegations will forward to ADB’s GMS Unit on or before 7 March 2003 their respective proposed list of particulars to be included in Article 4 (Registration Certificate). The Meeting further agreed that, following the receipt of the proposed lists of particulars, ADB’s GMS Unit will prepare a revised list that will serve as a basis for future negotiation.

12. The Meeting noted the following proposals by the PRC delegation: (i) that the particulars in the Registration Certificates and Plates for motor vehicles in cross-border traffic be entered in home country characters in addition to Latin characters and Arabic numerals; and (ii) that an English translation be appended to the Registration Certificate.

Annex 4: Facilitation of Frontier Crossing Formalities

13. The Meeting agreed in principle on the draft of Annex 4 as negotiated. The revised draft is attached as Appendix 5.

Annex 7: Road Traffic Regulation and Signage

14. The Meeting agreed in principle on all items of Annex 7, except the Attachment to Article 1 (Road Traffic Regulation), Article 2 (Road Signs and Signals), and the Attachment to Article 2. The revised draft is attached as Appendix 6.

15. In view of the Meeting agreement in para 8 of the General Remarks of this Summary of Proceedings, the Meeting agreed that Attachment 1 of Article 1 will contain the appropriate wordings of the relevant articles of the United Nations Convention on Road Traffic (Vienna, 8 November 1968) and the United Nations Convention on Road Signs and Signals (Vienna, 8 November 1968). The Meeting also agreed that Article 2 will be revised accordingly based on the modification to be made in Article 1.

Annex 11: Road and Bridge Construction Standards and Specifications

16. The Meeting agreed in principle on all items of Annex 11, except Article 1 (Standards). The Meeting agreed that Article 1 will reflect the road and bridge construction standards as contained in the Ministerial Understanding on the Development of the ASEAN Highway Network Project, Ha Noi, 15 September 1999. Such a new draft of Article 1 (to be prepared by ADB's GMS Unit and forwarded to the countries on or before 15 March 2003) will serve as a basis for future negotiation. The revised draft is attached as Appendix 7.

Annex 12: Border Crossing and Transit Facilities and Services

17. The Meeting agreed in principle on the draft of Annex 12 as negotiated. The revised draft is attached as Appendix 8.

Annex 13a: Multimodal Carrier Liability Regime

18. The Meeting agreed in principle to adopt the multimodal carrier liability regime as in Articles 1 to 28 of the (draft) ASEAN Framework Agreement on Multimodal Transport. The Meeting agreed that Article 1 (Regime) of Annex 13a will reflect the appropriate wording of the (draft) ASEAN Framework Agreement. The new draft of Annex 13a (to be prepared by ADB's GMS Unit and forwarded to the countries on or before 15 March 2003) will serve as a basis for future negotiation. The revised draft is attached as Appendix 9.

Annex 15: Commodity Classification System

19. The Meeting agreed in principle on the revised Annex 15 as negotiated. The revised draft is attached as Appendix 10.

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

20. The Meeting agreed in principle on the draft of Protocol 1 as negotiated. The revised draft is attached as Appendix 11. The Meeting agreed on an initial list of corridors, routes, and border crossings, which is included in the draft of Attachment 1 (List of Corridors, Routes, and Points of Entry and Exit, and Associated Maps) to Protocol 1.

21. The Meeting agreed that additional routes and border crossings could be negotiated for inclusion in Attachment 1 to Protocol 1 prior to the finalization of Protocol 1.

22. The Meeting noted a request from the PRC to include in the draft of Attachment 1 of Protocol 1 a route and border crossing involving Guangxi Zhuang Autonomous Region, PRC and Viet Nam (Nanning–Youyiguan [PRC]–Huu Nghi–Ha Noi–Hai Phong [Viet Nam]). The Meeting agreed to refer this request to the GMS Senior Officials' Meeting.

23. The Meeting also noted the view of Viet Nam that the route and border crossing proposed by the PRC involving Guangxi Zhuang Autonomous Region, PRC and Viet Nam is outside the scope of the GMS Program, and, thus, may be better considered in another forum.

VI. Amendment of Article 17 (Driving Permits) of the Main Agreement

24. The Meeting agreed on the draft Amendment to Article 17 (Driving Permits) of the Main Agreement as negotiated. The final draft is attached as Appendix 12.

VII. Other Matters

25. The Meeting took note of the following options regarding the signing of the annexes and protocols:

- (i) all together as one package by 2005;
- (ii) in groups according to stages of negotiation; or
- (iii) individually.

26. The Meeting agreed to submit this issue for the consideration of the GMS Senior Officials' Meeting.

27. The Meeting agreed to inform ADB's GMS Unit of the status of their respective ratification or acceptance of the GMS Cross-Border Transport Facilitation Agreement on or before 7 March 2003.

28. The Meeting agreed that the next negotiation meeting will be held in Kunming, Yunnan Province, PRC, on 12–14 May 2003.

VIII. Adoption of Summary of Proceedings

29. The Meeting adopted the Summary of Proceedings on 27 February 2003 in Ha Noi, Viet Nam.

IX. Acknowledgments

30. The GMS countries and ADB expressed their sincere thanks and appreciation to the Government of the Socialist Republic of Viet Nam, in particular, the Ministry of Transport, for the warm hospitality and excellent arrangements provided to the First Negotiation Meeting on Stage 1 Annexes and Protocols of the GMS Cross-Border Transport Facilitation Agreement.

Second Negotiation Meeting, Kunming, PRC, 13–15 August 2003²²

I. Introduction

1. The Second Negotiation Meeting (the Meeting) on the Stage 1 Annexes and Protocols of the GMS Cross-Border Transport Facilitation Agreement (A&P1-2) was held in Kunming, Yunnan Province, the People's Republic of China (PRC), on 13–15 August 2003. The Meeting was jointly organized by the Ministry of Communications of the PRC, the Yunnan Provincial Government, and the Asian Development Bank (ADB).

2. The objectives of the Meeting were to: (i) discuss and reach agreement on the Stage 1 annexes and protocols, and (ii) discuss Annex 6: Transit and Inland Clearance Customs Regime and Annex 8: Temporary Importation of Motor Vehicles. The Meeting Agenda is attached as Appendix 1.

3. The participants of the Meeting consisted of delegations from the Kingdom of Cambodia, the PRC, the Lao People's Democratic Republic (Lao PDR), the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam. ADB staff and consultants facilitated the Meeting and served as resource persons. The list of participants is attached as Appendix 2.

II. Opening Session

4. His Excellency Mr. Li Xinhua, Vice Governor, Yunnan Province, PRC, welcomed the participants of the Meeting and expressed his appreciation to the representatives of the GMS countries for their participation and ADB for jointly organizing the Meeting. Mr. Li stated that the PRC Government has attached great importance to GMS cooperation, as manifested by the accession of the PRC Government to the GMS Cross-Border Agreement in November 2002. Mr. Li highlighted the important role of Yunnan Province as PRC's gateway to Southeast Asia and South Asia and in realizing the ASEAN–PRC Free Trade Area. Mr. Li stated that Yunnan Province will pursue the guiding principle of "serving the rest of [the People's Republic of] China, serving ASEAN, and developing Yunnan," and expressed the commitment of Yunnan Province to continue taking an active part in GMS cooperation.

5. Mr. Li Guangling, Deputy Director General, Department of International Cooperation, Ministry of Communications, PRC, welcomed the participants of the Meeting on behalf of the Ministry of Communications and expressed thanks to Vice Governor Li of Yunnan Province. Mr. Li noted that in the light of the trend of globalization of economies, regional integration has become inevitable for joint development of neighboring countries. Mr. Li noted the importance of the soft side of infrastructure linkages, and expressed appreciation to ADB for its catalytic role in this regard. Mr. Li highlighted the success achieved so far, as evidenced by the PRC's accession, Myanmar's impending accession, and successful First Negotiation Meeting in February 2003. Mr. Li expressed the hope that the Second Negotiation Meeting would be able to resolve outstanding issues, and finalize the Stage 1 annexes and protocols.

²² Editor's Note: Appendixes listed in this summary of proceedings are not included in this publication.

6. Mr. Yushu Feng, Programs Economist, Operations Coordination Division, Mekong Department, ADB, in his Opening Statement, thanked the Ministry of Communications of the PRC and the Yunnan Provincial Government for hosting the Meeting and jointly organizing it with ADB. Mr. Feng stated that the GMS Senior Officials at their meeting in Manila in March 2003 emphasized the importance of implementing early the Cross-Border Agreement in the light of significant progress being made on the hardware aspects of the GMS transport infrastructure. Mr. Feng underscored the importance of finalizing all the annexes and protocols by 2005, the year of the Second GMS Summit of Leaders to be held in the PRC. Mr. Feng expressed the hope that by the end of A&P1-2, the delegations could agree on final drafts of the Stage 1 annexes and protocol.

III. Negotiation of Stage 1 Annexes and Protocol

7. The Meeting agreed on the final draft of the following annexes and protocol as shown in the table below:

Annex/Protocol	Location of final draft
Annex 2: Registration of Vehicles in International Traffic	Appendix 3
Annex 4: Facilitation of Frontier Crossing Formalities	Appendix 4
Annex 7: Road Traffic Regulation and Signage	Appendix 6
Annex 11: Road and Bridge Design and Construction Standards and Specifications	Appendix 8
Annex 12: Border Crossing and Transit Facilities and Services	Appendix 9
Annex 13a: Multimodal Carrier Liability Regime	Appendix 10
Annex 15: Commodity Classifications System	Appendix 11
Protocol 1: Designation of Corridors, Routes, and Points of Entry and Exit (Border Crossings)	Appendix 12

8. Regarding Annex 2, at the request of the Meeting, ADB's GMS Unit shall prepare a draft diagram showing sample motor vehicles illustrating types of motor vehicles referred to in Article 1, which will appear in the Attachment to Annex 2. The draft diagram will be forwarded to GMS officials concerned. In addition, at the request of the Meeting, ADB's GMS Unit shall prepare a model registration certificate and a model registration plate that can serve as a sample registration certificate and sample registration plate. These will be forwarded to GMS officials concerned.

9. The Meeting agreed on the need to include in the Attachment to Annex 7 road sign(s) showing the changeover from the left-hand side to the right-hand side and from the right-hand side to the left-hand side; this is not part of the Vienna Convention on Roads Signs and Signals (1968) on which the Attachment was based. At the request of the Meeting, ADB's GMS Unit shall prepare a draft of this (these) road sign(s) and forward this draft to GMS officials concerned. The delegation of Thailand will provide ADB's GMS Unit with sample road signs for this purpose. The other GMS delegations will provide their inputs to and comments on the sample road signs.

10. The Meeting noted the need to elaborate on technical inspection certificates and third party motor vehicle liability insurance as indicated in Articles 14 and 16, respectively, of the GMS Cross-Border Transport Facilitation Agreement.

IV. Discussion of Annex 6: Transit and Inland Clearance Customs Regime and Annex 8: Temporary Importation of Motor Vehicles

11. The Meeting sought clarification on some provisions of Annexes 6 and 8. The delegates explained national regulations and procedures, and provided comments to enhance the draft annexes as indicated in square brackets in the revised drafts. The revised drafts of Annexes 6 and 8 are attached as Appendices 5 and 7, respectively.

12. The main issues discussed are as follows:

- (i) the specification of a time limit for temporary admission of goods and vehicles;
- (ii) the difficulties to create or assign a guaranteeing home country organization;
- (iii) the difficulties to establish a home country guaranteeing organization representative office in the host country;
- (iv) the intervention of authorities other than Customs in the temporary admission of cargo and vehicles to the territory;
- (v) the description of the goods temporarily imported;
- (vi) the definition of international transit and national transit (inland clearance);
- (vii) the combination of transit and inland clearance documents;
- (viii) the format of documents (compression to one page);
- (ix) the compatibility of the document with national and ASEAN formats;
- (x) the compatibility with the ATA system;
- (xi) the need to disseminate a list of prohibited and restricted goods in transit; and
- (xii) exemption of customs duties and taxes for temporary importation into some countries.

13. The Meeting agreed that GMS officials concerned will further consult with their respective customs authorities on the various issues discussed. At the request of the Meeting, ADB's GMS Unit shall provide:

- (i) definitions of "international transit" and "national transit"; and
- (ii) alternative solutions for the home country guaranteeing organization with a representative office in the host country.

V. Accession of the Union of Myanmar to the GMS Cross-Border Transport Facilitation Agreement

14. The Meeting was informed that the Government of the Union of Myanmar has expressed its intention to accede to the GMS Cross-Border Transport Facilitation Agreement at the 12th GMS Ministerial Conference to be held in Dali City, Yunnan Province, PRC. The Meeting expressed appreciation to the Government of Myanmar for this positive development.

15. To facilitate the accession of Myanmar, a Memorandum of Understanding (MOU) will have to be finalized and also signed by the six GMS governments also at the 12th GMS Ministerial Conference prior to the signing of the Instrument of Accession by the designated Minister of Myanmar. The MOU will (i) require a two-stage approach

to the implementation of the Agreement for noncommercial vehicles, and (ii) recognize the capacity limitations of some old bridges in Myanmar on routes that are covered by the Agreement. The Meeting agreed that the GMS government agencies concerned will endeavor to make the necessary internal preparations to have the MOU signed at the 12th GMS Ministerial Conference. The Meeting agreed that ADB will coordinate with all co-organizers of the 12th GMS Ministerial Conference to ensure that the signing ceremonies for the MOU and the Instrument of Accession will be incorporated in the Agenda of the Conference, and that ADB will inform the GMS officials concerned accordingly about the arrangements. The Meeting agreed on the draft MOU as attached in Appendix 13.

VI. Procedural Matters

16. The Meeting agreed that the annexes and protocols will be signed according to stage of negotiation in order to allow for early implementation of some aspects of the GMS Cross-Border Transport Facilitation Agreement. The Meeting further agreed that annexes and protocols will be signed individually for each group in order to allow flexibility in undertaking any future amendment or suspension of individual annexes or protocols.

17. The Meeting noted that the Governments of the Cambodia, the PRC, Lao PDR, and Viet Nam have either ratified or accepted the Main Agreement. The delegation of Thailand informed the Meeting that the Government of Thailand would ratify the Main Agreement by October 2003.

18. The Meeting agreed that the article on "Entry into Force" in the annexes and protocols shall read as follows: "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." This will allow the early implementation of the annexes or protocols between or among countries that have ratified or accepted such annexes or protocols.

19. The Meeting agreed that the amendment to Article 17 (Driving Permits) of the Main Agreement will be signed at the same time as the signing of the Stage 1 annexes and protocol.

20. The Meeting noted the need to establish the Joint Committee on the GMS Cross-Border Transport Facilitation Agreement, in accordance with Article 29 of the Agreement. The Meeting further agreed on the concept of structure for the Joint Committee, including establishing subcommittees under the Joint Committee that will focus on the various areas including customs, transport, health and sanitary/phytosanitary, and immigration. At the request of the Meeting, ADB's GMS Unit will prepare draft terms of reference for this institutional arrangement and forward the same to the GMS countries for their review. In formulating the draft terms of reference, the linkage with the Subregional Transport Forum, the Trade Facilitation Working Group, and the Working Group on Agriculture will be established to avoid duplication.

VII. Other Matters

21. The Meeting noted the suggestion by ADB to hold the first meeting of the Joint Committee in the first quarter of 2004 in the light of the anticipated entry into force of the GMS Cross-Border Transport Facilitation Agreement by the end of 2003. In response,

the Meeting agreed that the venue and exact date of the first meeting of the Joint Committee will be determined in close consultation between the GMS governments and ADB's GMS Unit.

22. The Meeting agreed that the GMS governments will endeavor to finalize internal approval of the Stage 1 annexes and protocols in order that these could be signed on the occasion of the first meeting of the Joint Committee.

23. The Meeting agreed that GMS government agencies concerned will undertake the necessary internal approval process to finalize and sign the Stage 1 annexes and protocols. The Meeting agreed that, to the extent possible, any issues emerging from the approval process will be resolved through correspondence (email, facsimile, and/or audio/video conference) among the GMS officials concerned and ADB. In the unlikely event that some substantive issues remain unresolved despite such correspondence, the GMS delegations agreed to convene another meeting on the annexes or protocol concerned. Immediately before the signing of the Stage 1 annexes and protocols, a meeting may be convened to address issues related to formalities and the signing ceremony.

24. The Meeting noted the scope and implementation arrangements of the ADB regional technical assistance (RETA) for Implementing the Agreement to Facilitate Cross-Border Transport of Goods and People – Phase I, which was approved in April 2003. The RETA will assist the GMS governments in (i) negotiations and signature of a set of annexes and protocols to the Agreement, and (ii) implementation of cross-border transport facilitation measures at selected border crossings.

VIII. Adoption of Summary of Proceedings

25. The Meeting adopted the Summary of Proceedings on 15 August 2003 in Kunming, Yunnan Province, PRC.

IX. Acknowledgments

26. The GMS countries and the ADB expressed their sincere thanks and appreciation to the Government of the PRC, in particular, the Ministry of Communications and the Yunnan Provincial Government, for the warm hospitality and excellent arrangements provided to the Second Negotiation Meeting on Stage 1 Annexes and Protocols of the GMS Cross-Border Transport Facilitation Agreement.

D. Stage II – Annexes and Protocols

First Negotiation Meeting, Phnom Penh, Cambodia, 27–29 April 2004²³

I. Introduction

1. The First Negotiation Meeting (the Meeting) on the Greater Mekong Subregion (GMS) Cross-Border Transport Facilitation Agreement (GMS Agreement) Annexes and Protocols (Stage 2) (A&P2-1) was held in Phnom Penh, Cambodia, on 27–29 April 2004. The Meeting was jointly organized by the Ministry of Public Works and Transport (MPWT) of the Kingdom of Cambodia and the Asian Development Bank (ADB).
2. The objectives of the Meeting were to (i) discuss and reach agreement on the Annexes and Protocols (Stage 2), and (ii) discuss customs and immigrations related annexes. The Meeting Program, which was endorsed by the Meeting, is attached as Appendix 1.
3. The participants of the Meeting consisted of delegations from the Kingdom of Cambodia, the People's Republic of China (PRC), the Lao People's Democratic Republic (Lao PDR), the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam. ADB staff and consultants facilitated the Meeting and served as resource persons. The list of participants is attached as Appendix 2.

II. Opening Session

4. His Excellency Mr. Tram Iv Tek, Secretary of State (Vice Minister), MPWT, welcomed the participants of the Meeting and expressed his appreciation to the representatives of the GMS countries for their participation and ADB for jointly organizing the Meeting. He cited Cambodia's efforts in implementing transport projects under the GMS Economic Cooperation Program. These include high priority GMS road and rail projects, being implemented with financial assistance from other neighboring GMS governments, the Government of Japan, and ADB. He also noted ADB assistance in constructing the cross-border checkpoint at Bavet–Moc Bai (Viet Nam), and in implementing the pilot testing of single-stop customs inspection under the framework of the GMS Cross-Border Transport Facilitation Agreement and the Bilateral Transport Cooperation Agreement between Cambodia and Viet Nam. H.E. Mr. Tram Iv Tek echoed the strong desire of the GMS Ministers for the GMS countries to finalize the GMS Cross-Border Transport Facilitation Agreement and its annexes and protocols by 2005.
5. Mr. Yushu Feng, Programs Economist, Operations Coordination Division, Mekong Department, ADB, in his Opening Statement, thanked the MPWT for hosting the Meeting and jointly organizing it with ADB. Mr. Feng highlighted that the need to finalize and implement the Agreement and its annexes and protocols becomes all the more important with the completion of key transport corridors in the subregion, including the Phnom Penh–Ho Chi Minh City Highway Improvement Project completed in 2003, and the Lao PDR section of the East–West Economic Corridor, which was opened in April 2004. On behalf of ADB, he applauded the ratification by all GMS member governments of the

²³ Editor's Note: Appendixes listed in this summary of proceedings are not included in this publication.

Cross-Border Transport Facilitation Agreement, which has resulted in the Agreement's entry into force. This is a major milestone that will facilitate the early implementation of the Agreement and its annexes and protocols. He expressed the hope that by the end of this Meeting, significant progress could be achieved in moving toward the final draft of the Stage 2 annexes, and in discussing substantively the annexes related to customs and immigration.

III. Business Arrangements

6. The Meeting was held in both plenary and breakout sessions. The opening session and the sessions on Annex 1: Carriage of Dangerous Goods, Annex 3: Carriage of Perishable Goods, Annex 5: Cross-Border Movement of People, Other Matters, and Adoption of the Summary of Proceedings were held in plenary. The sessions on the remaining annexes were held in breakout sessions.

7. The plenary sessions were chaired by H.E. Leng Thun Yuthea, Director General, MPWT, and co-chaired by Mr. Yushu Feng, Programs Economist, ADB. The breakout session on transport-related annexes was chaired by H.E. Leng Thun Yuthea, MPWT. The breakout session on customs-related annexes was chaired by Mr. Kun Nhem, Deputy Director, Customs and Excise Department, Cambodia, and co-chaired by Mr. Yushu Feng, ADB.

IV. Negotiation of Annexes and Protocols (Stage 2)

8. The Meeting negotiated the draft of the following annexes as shown in the table below.

Annex/Protocol	Location of revised draft (if any)
Annex 1: Carriage of Dangerous Goods	(to be redrafted)
Annex 3: Carriage of Perishable Goods	(to be redrafted)
Annex 9: Criteria for Licensing Transport Operators for Cross-Border Transport Operations	Appendix 3
Annex 13b: Criteria for Licensing Multimodal Transport Operators for Cross-Border Transport Operations	(a new version to be drafted)
Annex 16: Criteria for Driving Licenses	(to be redrafted)

9. Regarding Annex 1: Carriage of Dangerous Goods, the Meeting agreed that ADB will modify the current draft to take into account Protocol 9 of the ASEAN Framework Agreement on Goods in Transit, international best practices, and/or applicable international conventions. The Meeting noted the concern of the PRC that Annex 1 of the GMS Agreement needs to incorporate the relevant provisions, and not refer to existing international conventions to which many GMS countries are yet to become Contracting Parties. ADB shall forward to the GMS countries the revised draft of Annex 1 by 5 June 2004. It was agreed that the GMS countries will provide their comments on the revised draft to ADB by 12 July 2004.

10. Regarding Annex 3: Carriage of Perishable Goods, the Meeting proposed that ADB modify the current draft to show a list of perishable goods to be covered in the Annex. The Meeting noted the concern of ADB that coming up with a comprehensive list may

not be feasible. ADB suggested that the GMS countries provide ADB with a list of items that they consider perishable, which will be used in formulating a definition of perishable goods to be included in the revised draft of Annex 3. It was agreed that the GMS countries would provide ADB with their respective lists by 14 May 2004. ADB shall forward to the GMS countries the revised draft of Annex 3 by 5 June 2004. It was also agreed that the GMS countries will provide their comments on the revised draft to ADB by 12 July 2004.

11. Regarding Annex 9: Criteria for Licensing Transport Operators for Cross-Border Transport Operations, the Meeting agreed in principle on all but two articles, i.e., para (c) of new Article 5: Professional Competence, and new Article 6: Financial Solvency. The revised draft of Annex 9 is attached as Appendix 3.

12. Regarding Annex 13b: Criteria for Licensing Multimodal Transport Operators for Cross-Border Transport Operations, the Meeting agreed that ADB will revise the current draft taking into consideration the relevant provisions of the final draft of the ASEAN Framework Agreement on Multimodal Transport. ADB shall forward to the GMS countries the revised draft of Annex 13b by 5 June 2004. It was also agreed that the GMS countries will provide their comments on the revised draft to ADB by 12 July 2004.

13. The Meeting considered two options for the draft of Annex 16: Criteria for Driving Licenses as follows: (i) Option 1 includes a provision in Article 2: Driving License Certificates that states that “the certificate may consist of a certified translation of the Home Country license into the English language and according to the model attached,” and a provision in Article 3 that “the Contracting Parties shall issue a driving license to an applicant according to the requirements of their national law”; and (ii) Option 2 is based largely on the original draft. The Meeting agreed to use the Option 1 draft as a basis for negotiations, and that ADB will revise the current draft in close consultation with the GMS countries. ADB shall forward to the GMS countries the revised draft of Annex 16 by 5 June 2004. It was also agreed that the GMS countries will provide their comments on the revised draft to ADB by 12 July 2004.

V. Discussion of Customs and Immigration Related Annexes

14. Regarding Annex 5: Cross-Border Movement of People, the Meeting focused on Article 1: Immigration Conditions, and discussed Travel Document (previously Passport) and Visas (previously Entry/Exit Visas). It was proposed that ADB look into the issue of issuance of visas to drivers and crews of transport operators engaged in cross-border transport operations taking into account international best practices. The Meeting agreed that Annex 5 will be discussed further at the next negotiation meeting.

15. Regarding Annex 6: Transit and Inland Customs Clearance Regime, the Meeting reached partial agreement, including the essential provisions. The revised draft incorporating the changes made and reflecting the suggestions will be circulated to the GMS countries by 14 May 2004. Outstanding issues relate to (i) the time limit for transit and document discharge, (ii) customs escorts for heavy or bulky cargoes, (iii) measures and consequences for cargo loss in case of accident, (iv) exclusion from the Annex of prohibited and restricted goods, and (v) approval by the Host Country or mutual recognition by the Contracting Parties of the guaranteeing organization. It was agreed that the GMS countries will provide their comments on the revised draft to ADB by 12 July 2004. The Meeting suggested that ADB organize a workshop on the guaranteeing agency,

which will invite representatives from agencies concerned and the private sector. The Meeting also requested ADB to provide information on international best practices in other countries in the field of guaranteeing agencies.

VI. Other Matters

16. The Meeting discussed the final arrangements for the (i) Inception Meeting of the Joint Committee to be held on 30 April 2004 in Phnom Penh, Cambodia; and (ii) Signing Ceremony for Annexes and Protocols (Stage 1) also to be held on 30 April 2004 in Phnom Penh.

17. The Meeting agreed that the Second Negotiation Meeting on Annexes and Protocols (Stage 2) will be held in Kunming, Yunnan Province, PRC, in August 2004. The date of the Meeting will be determined in close consultation with the GMS countries and will subsequently be informed to them in due course.

VII. Adoption of Summary of Proceedings

18. The Meeting adopted the Summary of Proceedings on 29 April 2004 in Phnom Penh, Cambodia.

VIII. Acknowledgments

19. The GMS countries and ADB expressed their sincere thanks and appreciation to the Royal Government of Cambodia, in particular, the Ministry of Public Works and Transport, for the warm hospitality and excellent arrangements provided to the First Negotiation Meeting on Annexes and Protocols (Stage 2) of the GMS Cross-Border Transport Facilitation Agreement.

Second Negotiation Meeting, Kunming, PRC, 9–12 August 2004²⁴

I. Introduction

1. The Second Negotiation Meeting (the Meeting) on the Greater Mekong Subregion (GMS) Cross-Border Transport Facilitation Agreement (GMS Agreement) Annexes and Protocols (Stage 2) (A&P2-2) was held in Kunming, Yunnan Province, the People's Republic of China (the PRC), on 9–12 August 2004. The Meeting was jointly organized by the Ministry of Communications of the PRC and the Asian Development Bank (ADB).

2. The objectives of the Meeting were to (i) discuss and reach agreement on the Annexes and Protocols (Stage 2), and (ii) discuss and reach agreement on customs and immigration related annexes. The Meeting Program is attached as Appendix 1.

3. The participants of the Meeting consisted of delegations from the Kingdom of Cambodia, the PRC, the Lao People's Democratic Republic (Lao PDR), the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam. ADB staff and consultants facilitated the Meeting and served as resource persons. The list of participants is attached as Appendix 2.

II. Opening Session

4. H.E. Li Xinhua, Vice Governor, Yunnan Provincial Government, welcomed the participants of the Meeting to Yunnan Province. He recalled the successful outcome of the Second Negotiation Meeting on the Annexes and Protocols (Stage 1), which was also held in Kunming, in August last year. He highlighted the important role of Yunnan Province as a gateway of the PRC to the GMS and ASEAN region, and a key participant of the GMS Program taking into account the principle of mutual advantage. He stated that Yunnan Province stands to benefit from cross-border transport facilitation in the GMS. He concluded by wishing the negotiation meeting a good success.

5. Mr. Yushu Feng, Programs Economist, ADB, in his Opening Statement, highlighted the progress made in facilitating cross-border transport in the GMS, including the entry into force of the Agreement, the establishment of the Joint Committee and subcommittees to oversee the implementation of the Agreement, and the signing of the Annexes and Protocols (Stage 1). He requested GMS countries to make the necessary internal arrangements to facilitate the implementation of the Agreement. He noted the desire expressed by the Task Force for the Second GMS Summit to have the annexes and protocols under Stage 3 signed on the occasion of the Summit of Leaders to be held in July 2005 in Kunming, Yunnan Province, the PRC.

III. Business Arrangements

6. The Meeting was held in both plenary and parallel sessions. The opening session and the sessions on Annex 1: Carriage of Dangerous Goods, Annex 3: Carriage of Perishable Goods, Annex 5: Cross-Border Movement of People, Other Matters, and Adoption of the

²⁴ Editor's Note: Appendixes listed in this summary of proceedings are not included in this publication.

Summary of Proceedings were held in plenary. The sessions on the remaining annexes were held in parallel.

7. The plenary sessions were chaired by Mr. Li Guangling, Deputy Director General, International Cooperation Department, Ministry of Communications (MOC), the PRC, and co-chaired by Mr. Yushu Feng, Programs Economist, ADB. The parallel session on transport-related annexes was chaired by Mr. Li Guangling, MOC, the PRC, and co-chaired by Mr. Ronald Antonio Q. Butiong, Programs Specialist (GMS), ADB. The parallel session on customs-related annexes was chaired by Mr. Wang Donghong, Director, Department of International Cooperation, General Administration of China Customs, the PRC, and co-chaired by Mr. Yushu Feng, ADB.

IV. Negotiation of Annexes and Protocols (Stage 2)

8. The Meeting negotiated the draft of the following annexes as shown in the table below.

Annex	Location of revised/ final draft
Annex 1: Carriage of Dangerous Goods	Appendix 3 (Final Draft)
Annex 3: Carriage of Perishable Goods	Appendix 4 (Revised Draft)
Annex 9: Criteria for Licensing Transport Operators for Cross-Border Transport Operations	Appendix 5 (Final Draft)
Annex 13b: Criteria for Licensing Multimodal Transport Operators for Cross-Border Transport Operations	Appendix 6 (Final Draft) ²⁵
Annex 16: Criteria for Driving Licenses	Appendix 7 (Final Draft)

9. As shown in the above table, the Meeting agreed on the final drafts for Annex 1: Carriage of Dangerous Goods, Annex 9: Criteria for Licensing Transport Operators for Cross-Border Transport Operations, Annex 13b: Criteria for Licensing Multimodal Transport Operators for Cross-Border Transport Operations, and Annex 16: Criteria for Driving Licenses, as shown in the respective appendices. The Meeting agreed that internal preparations for the finalization of these annexes would be undertaken in each country as soon as possible in order to ensure that these are ready for signing at the 13th GMS Ministerial Conference to be held in Vientiane, Lao PDR, on 16 December 2004.

10. The Meeting agreed on the final draft of Annex 1: Carriage of Dangerous Goods, which is attached as Appendix 3.

11. The Meeting agreed on the 15 Articles in Parts I (General Provisions) and II (Livestock) of Annex 3: Carriage of Perishable Goods. In addition, the Meeting agreed that the six GMS countries would provide the ADB Mekong Department, on or before 10 September 2004, with a list of items that they consider perishable, to be used in the Attachment (List of Perishable Goods for Priority Border Crossing Clearance) to Annex 3 referred to in Article 2 (a) (Priority Regime). The Meeting also agreed that during the Third Negotiation Meeting on Annexes and Protocols (Stage 2), a separate session will be convened to finalize the attachment. During the session, the participants will, if deemed necessary, assign border crossing clearance priorities to categories of items in the agreed-upon list

²⁵ The PRC delegation will confirm its acceptance of Article 5(c) on or before 26 August 2004.

based on relative quarantine-related risk (e.g., high, medium, and low). The Meeting noted a suggestion that detailed transportation standards for fresh flowers, ornamental plants, and live plants be included in Annex 3, given the increasing cross-border trade in these commodities in the GMS.²⁶ The revised draft of Annex 3 is attached as Appendix 4. In view of the complexity of listing perishable goods for priority border crossing clearance, the Meeting agreed that Annex 3 will be signed together with Stage 3 Annexes and Protocols. ADB will provide a refined, revised draft of Annex 3, incorporating the above inputs from the GMS countries on or before 27 September 2004.

12. The Meeting agreed on the final draft of Annex 9: Criteria for Licensing Transport Operators for Cross-Border Transport Operations, which is attached as Appendix 5.

13. The Meeting agreed on the final draft of Annex 13b: Criteria for Licensing Multimodal Transport Operators for Cross-Border Transport Operations, which is attached as Appendix 6. The PRC, however, will confirm its acceptance of Article 5(c) of the Annex (concerning the minimum value of assets to be maintained by a Multimodal Transport Operator). In this regard, the PRC will notify the other GMS countries and ADB on or before 26 August 2004.

14. The Meeting agreed on the final draft of Annex 16: Criteria for Driving Licenses, which is attached as Appendix 7.

V. Negotiation of Customs and Immigration Related Annexes

Annex	Location of revised/ final draft (if any)
Annex 5: Cross-Border Movement of People	For redrafting
Annex 6: Transit and Inland Customs Clearance Regime	Appendix 8 (Revised Draft)
Annex 8: Temporary Importation of Motor Vehicles	Not negotiated
Annex 14: Container Customs Regime	Not negotiated

15. Regarding Annex 5: Cross-Border Movement of People, the Meeting noted a proposal of Viet Nam for the annex to focus more on people engaged in transport operations, as existing and planned regional/international agreements on visas provide/will provide for easier entry for people not engaged in transport operations who are nationals of GMS countries into other GMS countries. The Meeting agreed that ADB will (i) redraft Annex 5 taking into account the proposal of Viet Nam and (ii) forward to the GMS countries the redrafted Annex 5 on or before 10 September 2004. It was further agreed that the GMS countries will forward their comments on the redrafted Annex 5 on or before 27 September 2004.

16. Regarding Annex 6: Transit and Inland Customs Clearance Regime, the Meeting reached agreement on some outstanding issues pending from the First Negotiation Meeting, i.e., prohibited and restricted goods, escorts, and mutual recognition of guaranteeing organization. In addition, the Meeting made progress in addressing other pending issues, i.e., time limits and consequences of loss of cargo due to accident. The Meeting also agreed on some new issues including exclusion of consolidated cargo

²⁶ There may be other categories of perishable goods such as human organs, vaccines, plant seeds, animal fodder, and raw animal hides (raw material for leather).

operations and the non-liability of the guaranteeing organizations for customs fines. The Meeting requested ADB to provide information on best practices in the fields of (i) time limits, (ii) guaranteeing organization solvency requirements, and (iii) the concept of force majeure. ADB agreed to meet this request on or before 30 September 2004. The revised draft of Annex 6 is attached as Appendix 8. ADB will further revise this draft on or before 30 September 2004. Pursuant to a proposal of the First Negotiation Meeting on Annexes and Protocols (Stage 2) held in Phnom Penh in April 2004, ADB circulated a questionnaire on issuing/guaranteeing organizations in preparation for national workshops. The Meeting agreed on 8 of 12 substantive articles of Annex 6. The revised draft of Annex 6 is attached as Appendix 8. The PRC noted the difficulty of implementing different transit systems at different borders, and thus requested that Annex 6 be made more compatible with existing international conventions and computerized processing of customs formalities.

17. The Meeting was not able to negotiate Annex 8: Temporary Importation of Motor Vehicles and Annex 14: Container Customs Regime due to lack of time. The Meeting noted that the issues associated with these annexes are similar to those of Annex 6.

VI. Other Matters

18. The Meeting noted the status of ratification of the Stage 1 Annexes and Protocols for each of the six GMS governments. Most of the GMS countries are likely to ratify the Stage 1 Annexes and Protocols by December 2004. In addition to standard notification procedures for ratification of international agreements where Contracting Parties notify each other through diplomatic channels, the Meeting agreed that GMS governments will inform ADB of their ratification of the annexes and protocols, which in turn will advise the National Transport Facilitation Committees of the other GMS countries.

19. The Meeting noted the discussions at the First Task Force Meeting for the Preparation of the Second GMS Summit held in Beijing, the PRC, in July 2004, which indicated the planned signing of Stage 3 Annexes and Protocols on the occasion of the Second GMS Summit to be held in Kunming, Yunnan Province, the PRC, in July 2005. The Meeting expressed concern that not all Stage 3 Annexes and Protocols can be signed by July 2005 in view of the complexity of the issues involved, the need for high-level coordination among the many national agencies involved, and the limited time remaining to negotiate, undertake domestic legal procedures for, and finalize these annexes and protocols. The Meeting emphasized that the time required to complete the internal approval process (e.g., translation to local language, legal procedures) for finalization of the annexes and protocols is at least 3–4 months from the time the final drafts have been agreed. In this regard, the Meeting agreed to plan at least two meetings (i.e., January 2005 and March 2005) to continue the negotiations of some Stage 3 Annexes and Protocols in order to finalize them for signing at the Second GMS Summit. The Meeting also agreed to report this concern and plan to the GMS National Coordinators, and seek their support for accelerating the negotiation, finalization, and signing of Stage 2 and 3 annexes and protocols.

20. The Meeting agreed that the Third Negotiation Meeting on Annexes and Protocols (Stage 2) will be held in Phuket, Thailand, during the week of 11 October 2004. In response to the discussions of the First Task Force Meeting for the Preparation of the Second GMS Summit (see para 19), the Meeting further agreed that negotiations or discussions of some

Stage 3 Annexes and Protocols (e.g., Annex 10: Conditions of Transport and/or Protocol 2: Road User Charges in Transit Traffic) could commence during the Third Negotiation Meeting. The Meeting agreed that ADB, in consultation with the GMS countries, will prepare an agenda for the Third Negotiation Meeting, which will include negotiations of some Stage 3 Annexes and Protocols.

21. The Meeting noted that in June 2004 discussions commenced for the initial implementation of the GMS Cross-Border Transport Facilitation Agreement and Stage 1 Annexes at the Hekou (the PRC)–Lao Cai (Viet Nam) border crossing along the Kunming–Ha Noi–Hai Phong Transport Corridor. With the facilitation of ADB, the PRC and Viet Nam prepared a draft time-bound action plan that stipulated the steps required to implement the self-executing articles of the GMS Cross-Border Transport Facilitation Agreement and Stage 1 Annexes and Protocols. The PRC and Viet Nam will undertake further bilateral discussions on pending customs-related issues in the draft action plan. A memorandum of understanding for the initial implementation is expected to be finalized and signed by the middle of 2005.

VII. Adoption of Summary of Proceedings

22. The Meeting adopted the Summary of Proceedings on 12 August 2004 in Kunming, Yunnan Province, the PRC.

VIII. Acknowledgments

23. The GMS countries and ADB expressed their sincere thanks and appreciation to the Government of the PRC, in particular, the Ministry of Communications, and the Yunnan Provincial Government for the warm hospitality and excellent arrangements provided to the Second Negotiation Meeting on Annexes and Protocols (Stage 2) of the GMS Cross-Border Transport Facilitation Agreement.

Third Negotiation Meeting, Phuket, Thailand, 11–14 October 2004²⁷

I. Introduction

1. The Third Negotiation Meeting (the Meeting) on the Greater Mekong Subregion (GMS) Cross-Border Transport Facilitation Agreement (GMS Agreement) Annexes and Protocols (Stage 2) was held in Phuket, Thailand on 11–14 October 2004. The Meeting was jointly organized by the Ministry of Transport of Thailand and the Asian Development Bank (ADB).
2. The objective of the Meeting was to discuss and reach agreement on the Annexes in Stage 2 and some Annexes in Stage 3. The Meeting Program is attached as Appendix 1.
3. The participants of the Meeting consisted of delegations from the Kingdom of Cambodia, the People's Republic of China (PRC), the Lao People's Democratic Republic (Lao PDR), the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam. ADB staff and consultants facilitated the Meeting and served as resource persons. The list of participants is attached as Appendix 2.

II. Opening Session

4. Mr. Somporn Paisin, Principal Advisor on Water Transport Economics, Ministry of Transport, Thailand, opened the Meeting and welcomed the meeting participants. He expressed appreciation to ADB for playing the role of facilitator of, and catalyst to, the GMS Program of Cooperation. He noted the profound transformation that has taken place in the GMS transport sector over the years, e.g., travel time has been reduced, GMS peoples have become more connected, and new markets for goods and services have been created. Mr. Somporn underscored the importance of the Meeting in providing inputs to the Second GMS Summit of Leaders to be held in Kunming, Yunnan Province, the PRC, in July 2005.
5. Mr. Yushu Feng, Senior Regional Cooperation Economist, ADB, in his Opening Statement, expressed the hope that the Stage 2 annexes will be finalized and signed at the 13th GMS Ministerial Conference to be held in Vientiane, Lao PDR, on 16 December 2004. He also highlighted the need to accelerate work in the finalization of the Annexes and Protocols (Stage 3) so that some of these could be signed on the occasion of the Second GMS Summit. This would serve as a concrete manifestation of the GMS countries' commitment to subregional economic cooperation among them.

III. Business Arrangements

6. The Meeting was held in both plenary and parallel sessions. The opening session, and sessions on Stage 2 annexes (Annex 1: Carriage of Dangerous Goods, Annex 9: Criteria for Licensing of Transport Operators for Cross-Border Transport Operations, Annex 13b: Criteria for Licensing of Multimodal Transport Operators for Cross-Border Transport Operations, and Annex 16: Criteria for Driving Licenses), Annex 10: Conditions of Transport, Other

²⁷ Editor's Note: Appendixes listed in this summary of proceedings are not included in this publication.

Matters, and Adoption of Summary of Proceedings were held in plenary. The sessions on Annex 3: Carriage of Perishable Goods and Annex 5: Cross-Border Movement of People were held in parallel.

7. The plenary sessions were chaired by Mr. Somporn Paisin, Ministry of Transport, Thailand, and co-chaired by Mr. Yushu Feng, ADB. The parallel session on Annex 3 was chaired by Dr. Utai Pisone, Advisor to National Bureau of Agricultural Commodity and Food Standards, Ministry of Agriculture and Cooperatives, Thailand, and co-chaired by Mr. Ronald Antonio Q. Butiong, Programs Specialist (GMS), ADB. The parallel session on Annex 5 was chaired by Mr. Somporn Paisin, Thailand, and co-chaired by Mr. Yushu Feng, ADB.

IV. Negotiation of Annexes and Protocols (Stage 2) and Some Stage 3 Annexes

8. The Meeting agreed on the final drafts of the following Stage 2 Annexes, and agreed that internal preparations will be undertaken by the GMS officials concerned so that these will be signed on the occasion of the 13th GMS Ministerial Conference in Vientiane, Lao PDR, on 16 December 2004: Annex 1: Carriage of Dangerous Goods (Appendix 3), Annex 9: Criteria for Licensing of Transport Operators for Cross-Border Transport Operations (Appendix 4), Annex 13b: Criteria for Licensing of Multimodal Transport Operators for Cross-Border Transport Operations (Appendix 5), and Annex 16: Criteria for Driving Licenses (Appendix 6).

9. The Meeting agreed on a revised draft of Annex 3: Carriage of Perishable Goods, which is attached as Appendix 7. The Meeting agreed on all Articles of Annex 3: Carriage of Perishable Goods, except for Article 23 on Temperature, and all items in the Attachment to Annex 3, except for the medical items subpart (2.3). Regarding the article on temperature, it was agreed that by 1 December 2004, ADB will circulate a revised draft article (possibly including an attachment) providing practical, simplified standards, taking into account the Agreement on the International Carriage of Perishable Foodstuffs and on the Special Equipment To Be Used for Such Carriage (ATP Agreement), signed in Geneva on 1 September 1970.²⁸ It was also agreed that the GMS governments will provide to ADB their comments on the revised provisions on temperature no later than 31 December 2004. Regarding the medical items subpart of the attachment providing a list of perishable goods, it was agreed that by 15 November 2004, the GMS governments will inform ADB whether or not each of these items should be included on the list.²⁹

10. The Meeting proposed that after reaching agreement on the final draft of Annex 3 at the next negotiation meeting, the first meeting of the Health/Sanitary and Phytosanitary Subcommittee of the Joint Committee would be held. Possible agenda items for this meeting include formulating a work plan for the subcommittee, identifying potential issues at the border in the implementation of Annex 3, preparing for the implementation of Annex 3 and quarantine-related articles of the GMS Cross-Border Transport Facilitation

²⁸ It will also take into account the Perishable Cargo Manual of the International Air Transport Association.

²⁹ Viet Nam proposed that the following items be included in the list of Perishable Goods: (i) beneficial organisms for research or biological control, (ii) living pest materials for research purposes, (iii) pathological materials for research and diagnosis purposes, (iv) frozen semen, (v) frozen embryos, (vi) veterinary vaccines and drugs, and (vii) refrigerated laboratory chemicals and biological substances. To some extent, items (vi) and (vii) were incorporated in items 2.3.3 and 2.3.4 of the list, but the Meeting was unable to reach consensus on the other proposed items.

Agreement, exploring the establishment of quarantine-related early warning systems between or among authorities of the GMS countries, and considering cooperation by quarantine authorities for implementing single-stop inspection in relation to Annex 4 of the Agreement on Facilitation of Frontier Crossing Formalities. The Meeting agreed that the GMS countries will confirm with ADB the need for such meeting, and, if so, make suggestions on the agenda items by 31 December 2004.

11. The Meeting agreed on a revised draft of Annex 5: Cross-Border Movement of People, which is attached as Appendix 8, and Annex 10: Conditions of Transport, which is attached as Appendix 9. The Meeting noted that the process of reviewing the compatibility of the carrier liability regimes prescribed in Annexes 5 and 10 with the national legal regimes will take some time. In this regard, and so as not to delay the agreement on the other parts of Annex 5, it was proposed to split Annex 5 into an Annex 5a on immigration, health, customs, and transport pricing, and an Annex 5b on carrier liability regime. The Meeting agreed that at the next negotiation meeting visa conditions and modalities will be discussed to reflect Article 5 (Visas) of the Agreement. It was further agreed that the GMS countries would provide ADB with information from their respective domestic road carriage legal regimes on (i) carrier liability limitations for the death, injury, or delay in arrival of the passenger and the loss, destruction, damage, or delay in arrival of the luggage and the goods; (ii) time limits for constructive loss, complaints at reception, and prescription of legal action (time bar); and (iii) luggage weight and size limitations, by 15 November 2004. The Meeting requested that ADB provide a model consignment note, which will be attached to Annex 10.

12. The Meeting agreed that ADB will provide revised drafts of Annexes 3, 5, and 10, incorporating comments made and other related requests (e.g., definitions for Annexes 5 and 10), by 1 December 2004. The Meeting further agreed that the GMS countries will provide their comments on the revised drafts, by 31 December 2004.

V. Other Matters

13. To ensure the timely signing of the Stage 2 Annexes, the Meeting agreed that pre-signing is to be arranged prior to 13th GMS Ministerial Conference on 16 December 2004 with the Ministers/Vice Ministers who will be authorized to sign the Stage 2 Annexes. The Meeting further agreed that the heads of the negotiation team of the six countries will initial the Stage 2 Annexes prior to pre-signing and signing.

14. The Meeting noted the discussions at the First Task Force Meeting for the Preparation of the Second GMS Summit held in Beijing, the PRC, in July 2004 and the Videoconference GMS Senior Officials' Meeting held in September 2004, which requested the signing of all Stage 3 Annexes and Protocols on the occasion of the Second GMS Summit to be held in Kunming, Yunnan Province, the PRC, on 4–5 July 2005. The Meeting emphasized that the time required to complete the internal approval process (e.g., translation to local language, legal procedures) for finalization of the annexes and protocols is at least 3–4 months from the time the final drafts have been agreed. This means that all Stage 3 annexes and protocols will have to be finalized by March 2005 in order that these could be signed by the time of the Second GMS Summit. In the case of Annexes 6, 8, and 14, the Meeting emphasized that careful understanding of issuing and guaranteeing organizations and the TIR regime for goods in transit is needed as GMS countries are

not familiar with these concepts. The Meeting agreed on the need to conduct national workshops on issuing and guaranteeing organizations either in late 2004 or early 2005 before meaningful negotiations of Annexes 6, 8, and 14 could take place. The Meeting emphasized the need to carefully examine and negotiate the annexes and protocols, in particular, Stage 3 annexes and protocols, which are considered the most difficult. In view of the foregoing, the Meeting noted that the following partial list of Stage 3 annexes and protocols could be signed at the Second GMS Summit if these are finalized by March 2005: Annexes 3 (Carriage of Perishable Goods), 5 (Cross-Border Movement of People), and 10 (Conditions of Transport), and Protocol 2 (Charges Concerning Transit Traffic). The Meeting also agreed to report these issues to the GMS National Coordinators with a view to soliciting their support in expediting/accelerating the internal preparations for the finalization of Stage 3 annexes and protocols.

15. The Meeting agreed that the First Negotiation Meeting on Annexes and Protocols (Stage 3) will be held in Viet Nam during the week of 17 January 2005, and the Second Negotiation Meeting on Annexes and Protocols (Stage 3) in the PRC during the week of 21 March 2005. To ensure the signing of some annexes and protocols in Stage 3 on the occasion of the Second GMS Summit, the Meeting agreed that the First Negotiation Meeting on Annexes and Protocols (Stage 3) would include Annexes 3, 5, and 10, and, possibly, Protocol 2: Charges Concerning Transit Traffic and Protocol 3: Frequency and Capacity of Services and Issuance of Quotas and Permits.

VI. Adoption of Summary of Proceedings

16. The Meeting adopted the Summary of Proceedings on 14 October 2004 in Phuket, Thailand.

VII. Acknowledgments

17. The GMS countries and ADB expressed their sincere thanks and appreciation to the Royal Thai Government, in particular, the Ministry of Transport, for the warm hospitality and excellent arrangements provided to the Third Negotiation Meeting on Annexes and Protocols (Stage 2) of the GMS Cross-Border Transport Facilitation Agreement.

E. Stage III – Annexes and Protocols

First Negotiation Meeting, Halong City, Viet Nam, 17–20 January 2005³⁰

I. Introduction

1. The First Negotiation Meeting (the Meeting) on the Greater Mekong Subregion (GMS) Cross-Border Transport Facilitation Agreement (the Agreement) Annexes and Protocols (Stage 3) was held in Halong City, Viet Nam, on 17–20 January 2005. The Meeting was jointly organized by the Ministry of Transport of the Socialist Republic of Viet Nam and the Asian Development Bank (ADB).
2. The objective of the Meeting was to discuss and reach agreement on the Annexes and Protocols in Stage 3. The Meeting Program is attached as Appendix 1.
3. The participants of the Meeting consisted of delegations from the Kingdom of Cambodia, the People's Republic of China (PRC), the Lao People's Democratic Republic (Lao PDR), the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam. ADB staff and consultants (the ADB Team) facilitated the Meeting and served as resource persons. The list of participants is attached as Appendix 2.

II. Opening Session

4. H.E. Pham The Minh, Vice Minister, Ministry of Transport, Viet Nam, opened the Meeting and welcomed the Meeting participants. He informed the Meeting of the progress on road and port improvements within Viet Nam in the East–West Corridor (Lao Bao–Dong Ha, Hai Van Tunnel, and Tien Sa Port in Da Nang City; to be completed by June 2005), the Southern Economic Corridor (Moc Bai–Ho Chi Minh City–Vung Tau, completed in December 2004; the Southern Coastal Corridor, Xa Xia–Nam Can–Ca Mau, under preparation), and the Kunming–Ha Noi–Hai Phong Corridor (Ha Noi–Lao Cai, in progress). He also highlighted progress on the initial implementation of the GMS Cross-Border Transport Facilitation Agreement, at Dansavanh (Lao PDR) –Lao Bao (Viet Nam), which is expected to commence by 30 June 2005.
5. Mr. Yushu Feng, Senior Regional Cooperation Economist, ADB, in his Opening Statement, noted that the signing of the Stage 2 annexes in Vientiane, Lao PDR, on 16 December 2004 was the highlight of the 13th GMS Ministerial Conference. With the Second Summit of Leaders to be held on 4–5 July 2005 in Kunming, PRC, he highlighted the need to accelerate work in the finalization of Annexes and Protocols (Stage 3) so that a number of these can be signed on the occasion of the Second Summit. This will serve as a further concrete manifestation of the GMS countries' commitment to subregional economic cooperation.

III. Business Arrangements

6. The Meeting was held in both plenary and parallel sessions. The opening session, and sessions on Annex 5: Cross-Border Movement of People (part of the session on this

³⁰ Editor's Note: Appendixes listed in this summary of proceedings are not included in this publication.

annex), Annex 10: Conditions of Transport, Protocol 2: Charges Concerning Transit Traffic, and Protocol 3: Frequency and Capacity of Services and Issuance of Quotas and Permits, were held in plenary. The session on Annex 3: Carriage of Perishable Goods and part of the session on Annex 5: Cross-Border Movement of People were held in parallel.

7. The plenary sessions were chaired by Mr. Pham Thanh Tung, Director General, International Cooperation Department, Ministry of Transport, Viet Nam, and co-chaired by Mr. Yushu Feng, ADB. The parallel session on Annex 3 was chaired by Ms. Pham Thanh Hien, Deputy Director, International Cooperation Department, Viet Nam Customs, Viet Nam, and co-chaired by Mr. Ronald Antonio Q. Butiong, Programs Specialist (GMS), ADB.

IV. Negotiation of Stage 3 Annexes and Protocols

8. The Meeting agreed on the final draft of Annex 3: Carriage of Perishable Goods, which is attached as Appendix 3. Thailand proposed that a meeting of the Health/SPS (Sanitary/Phytosanitary) Subcommittee of the Joint Committee be held after signing of Annex 3 to expedite its implementation. The PRC noted that since the officers of Inspection, Quarantine and Customs use Harmonized System (HS) commodity codes in performing their duties, it will be helpful for the Health/SPS Subcommittee to specify the HS codes for each classification of perishable goods in the Attachment of Annex 3 to assure efficient implementation of the priority crossing regime established in Article 10(b) of the Agreement and Article 9 of Annex 4.

9. The Meeting agreed on a revised draft of Annex 5a: Cross-Border Movement of People (on Entry/Exit, Health, Customs, and Transport Pricing), which is attached as Appendix 4. The first of two options for Annex 5a was selected for negotiation, but it was extended to include certain provisions from Option 2 on visa conditions and modalities. The Meeting agreed that the ADB Team will (i) find an appropriate wording for the phrase “dangerous contagious disease” and (ii) align the regime for the customs duty-free allowance for personal effects with that of the Revised Kyoto Convention.

10. The Meeting agreed in principle on a revised draft of Annex 5b: Cross-Border Movement of People (Carrier Liability Regime for Death and Bodily Injury of the Passenger and Damage to or Loss of Luggage), which is attached as Appendix 5. The Meeting agreed that the ADB Team will (i) find an appropriate term for “reservation” or appropriate way to distinguish the term from its meaning in the context of the reservation article, (ii) propose acceptable levels of liability limitation, and (iii) explore the issue of national compulsory passenger insurance liability regimes for carriers. To facilitate work on (ii), it was agreed that the GMS countries will provide the ADB Team with their suggested acceptable levels of liability limitation, for passengers and for baggage, by 28 February 2005. Viet Nam suggested that a conference be organized to gather national insurance sectors and establish a platform to consider a framework on third-party motor liability insurance in the GMS. Viet Nam urged the delegations to report this issue to their respective governments.

11. The Meeting agreed that Annexes 5a and 5b will be recombined to form a single Annex 5, as called for in the Agreement. The parts that were discussed as Annexes 5a and 5b will be divided into respective chapters, and the articles on Ratification or Acceptance and on Entry into Force will be revised to allow ratification/acceptance and entry into force for each chapter separately or together to provide flexibility for countries in their ratification processes.

12. The Meeting agreed in principle on a revised draft of Annex 10: Conditions of Transport, which is attached as Appendix 6. Thailand submitted a prepared statement (Appendix 7) regarding Annex 10, in which it noted the benefits of adopting the full regime of the Convention on the Contract for International Carriage of Goods by Road (CMR) signed in Geneva on 19 May 1956. The Meeting requested the ADB Team to revise Annex 10 to allow flexibility for GMS countries to approach the CMR regime. In addition, ADB will consider organizing a workshop, jointly with UNESCAP and the Ministry of Transport of Thailand, on the CMR for the GMS countries in order to facilitate the implementation of Annex 10.

13. The Meeting agreed in principle on a revised draft of Protocol 2: Charges Concerning Transit Traffic, which is attached as Appendix 8. The Meeting was informed that the revised draft of Protocol 2 reflects the findings of the ADB/UNESCAP Joint Study of Transit Charges To Be Assessed Under Protocol 2 of the Agreement for the Facilitation of the Cross-Border Transport of Goods and People in the Greater Mekong Subregion,³¹ the Final Report of which was distributed at the Meeting. The Meeting agreed that the ADB Team will (i) consider simplifying para (b) of Article 3 on Legality (covering unauthorized levying of charges), and (ii) revise the second sentence of Article 7 on Road Maintenance Fees to address the difficulty for one country of charging road maintenance fees on the basis of duration or stay.

14. The Meeting discussed the structure of Protocol 3: Frequency and Capacity of Services and Issuance of Quotas and Permits. Considering the developments in the liberalization in cross-border transport since the negotiation of the Agreement, and considering the administrative burden of a permit system, some countries expressed the desire to proceed immediately to Step 2 (free market) as specified in Article 23 of the Agreement, while however maintaining some measure of control, at least in the initial period. If a regulatory system is required, a decision must be made between one limiting trip frequency or one limiting the number of vehicles that may be engaged in cross-border transport operations (as in the ASEAN approach). The Meeting agreed that the ADB Team will reformulate Protocol 3 to reflect the Meeting discussion, with the aim of achieving a more liberal system. The Meeting suggested offering two options (Steps 1 and 2) with explanation, in order that the GMS countries can better explain the choices to their respective transport industries, for transparency and to assure that the option selected is acceptable to the transport operators. Cambodia requested the ADB Team to examine compatibility of the ASEAN approach and the proposed GMS Protocol 3 and their respective strengths and weaknesses. The Meeting agreed that the GMS countries will discuss these and related issues within their countries and provide the ADB Team with their respective views by 4 March 2005.

15. The Meeting agreed that the ADB Team will provide revised drafts of Annexes 5 and 10, and Protocols 2 and 3, incorporating comments made and related requests, by 22 February 2005. The Meeting further agreed that the GMS countries will provide their comments on the revised drafts, by 4 March 2005, reflecting the views of their respective transport industries.

³¹ Myanmar noted that the official exchange rate of its national currency (kyat) differs from the UN Operational Exchange Rate used in the Joint Study.

V. Other Matters

16. The Meeting was informed of the completion of a National Workshop on Issuing and Guaranteeing Organizations in relation to Annexes 6, 8, and 14, held in Bangkok, Thailand, on 20–21 December 2004, as well as plans to conduct similar national workshops in Viet Nam on 21 January 2004, and in the other four GMS countries in early March 2005.

17. The Meeting agreed that the Second Negotiation Meeting on Annexes and Protocols (Stage 3) will be held in Kunming, Yunnan Province, PRC, on 13–17 March 2005.

18. The Meeting agreed that at the Second Negotiation Meeting on Annexes and Protocols (Stage 3), the GMS countries will finalize Annexes 3, 5, and 10, and Protocol 2 to be ready for signing on the occasion of the Second GMS Summit to be held on 4–5 July 2005.

VI. Adoption of Summary of Proceedings

19. The Meeting adopted the Summary of Proceedings on 20 January 2005 in Halong City, Viet Nam.

VII. Acknowledgments

20. The GMS countries and the ADB Team expressed their sincere thanks and appreciation to the Socialist Republic of Viet Nam, in particular, the Ministry of Transport, for the warm hospitality and excellent arrangements provided to the First Negotiation Meeting on Annexes and Protocols (Stage 3) of the GMS Cross-Border Transport Facilitation Agreement.

Second Negotiation Meeting, Kunming, PRC, 13–18 March 2005³²

I. Introduction

1. The Second Negotiation Meeting (the Meeting) on the Annexes and Protocols (Stage 3) of the Greater Mekong Subregion (GMS) Cross-Border Transport Facilitation Agreement (the Agreement) was held in Kunming, Yunnan Province, People's Republic of China (PRC), on 13–18 March 2005. The Meeting was jointly organized by the Ministry of Communications of the PRC, the People's Government of Yunnan Province, and the Asian Development Bank (ADB). The objective of the Meeting was to discuss and reach agreement on some Annexes and Protocols in Stage 3. The Meeting Program is attached as Appendix 1.

2. The participants of the Meeting consisted of delegations from the Kingdom of Cambodia, the People's Republic of China, the Lao People's Democratic Republic (Lao PDR), the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam. ADB staff and consultants (the ADB Team) facilitated the Meeting and served as resource persons. The list of participants is attached as Appendix 2.

II. Opening Session

3. H.E. Liu Caiming, Assistant Governor, People's Government of Yunnan Province, PRC, opened the Meeting and welcomed the participants. He noted that the Agreement is an inevitable outcome and requirement of deepening GMS economic cooperation. He further noted that agreement on the Stage 3 Annexes and Protocols will lay the foundation for the success of the Second GMS Summit to be held in Kunming, PRC, on 4–5 July 2005.

4. Mr. Yushu Feng, Senior Regional Cooperation Economist, ADB, in his Opening Statement, stated that the finalization and signing of some Stage 3 annexes and protocols at the Second GMS Summit on 4–5 July 2005 will demonstrate the GMS countries' continuing commitment to the GMS cooperation program. He further noted that the Agreement is a flagship of the GMS Economic Cooperation Program and a model for other regional cooperation programs.

III. Business Arrangements

5. The Meeting was held in plenary sessions including an opening session, and sessions on Annex 5: Cross-Border Movement of People, Annex 10: Conditions of Transport, Protocol 2: Charges Concerning Transit Traffic, Protocol 3: Frequency and Capacity of Services and Issuance of Quotas and Permits, and Annex 6: Transit and Inland Customs Clearance Regime. The sessions were chaired by Mr. Li Guangling, Deputy Director General, Department of International Cooperation, Ministry of Communications, PRC, and co-chaired by Mr. Yushu Feng and Mr. Ronald Butiong, Programs Specialist (GMS), ADB.

³² Editor's Note: Appendixes listed in this summary of proceedings are not included in this publication.

IV. Negotiation of Stage 3 Annexes and Protocols

6. The Meeting negotiated the draft of the following annexes as shown in the table below.

Annex	Location of revised/ final draft
Annex 3: Carriage of Perishable Goods	Appendix 3 (Final Draft)
Annex 5: Cross-Border Movement of People	Appendix 4 (Final Draft)
Annex 10: Conditions of Transport	Appendix 5 (Final Draft)
Protocol 2: Charges Concerning Transit Traffic	Appendix 6 (Final Draft)
Protocol 3: Frequency and Capacity of Services and Issuance of Quotas and Permits	Appendix 7 (Revised Draft)
Annex 6: Transit and Inland Customs Clearance Regime	Appendix 8 (Revised Draft)

7. As shown in the above table, the Meeting agreed on the final drafts of the following four annexes/protocols: (i) Annex 3: Carriage of Perishable Goods, (ii) Annex 5: Cross-Border Movement of People, (iii) Annex 10: Conditions of Transport, and (iv) Protocol 2: Charges Concerning Transit Traffic. The Meeting agreed that internal preparations for the finalization of these annexes/protocols would be undertaken in each country as soon as possible in order to ensure that these are ready for signing at the Second GMS Summit to be held in Kunming, Yunnan Province, PRC, on 4–5 July 2005. To ensure the accuracy of the documents to be signed and consistent with previous practice, it was agreed that the heads of the negotiation teams will be present to initial the documents prior to signing on 5 July 2005.

8. As agreed by the Meeting, in Parts II and III of the Final Draft of Annex 3 on the Carriage of Perishable Goods the word “shall” has been replaced by “should” to reflect the recommendatory nature of the standards.

9. Regarding Annex 5, the ADB Team agreed to provide, no later than 8 April 2005, further “order of magnitude” technical substantiation of the agreed limitation of carrier liability in the case of death or personal injury.

10. The Meeting noted that the liability of the consignor vis-à-vis the carrier will not be covered by Annex 10. Also regarding Annex 10, the Meeting noted that the ADB Team will circulate, no later than 8 April 2005, a model consignment note (the Attachment to the Annex) to the GMS countries for review.

11. The Meeting discussed two options for Protocol 3: Frequency and Capacity of Services and Issuance of Quotas and Permits: (i) a regulated approach (Step 1 according to Article 23 of the Agreement) and (ii) a liberal market forces driven approach (Step 2 according to Article 23 of the Agreement). The Meeting agreed that the first option, based on a regulated approach, be taken as a basis for negotiation. Issues raised by the Meeting included (i) whether a “vehicle passport” is required and (ii) whether the Contracting Parties may levy (cost-related) charges for road transport permits. The Meeting agreed to provide the ADB Team with their comments in writing no later than 29 April 2005.

12. The Meeting was presented with a revised draft of Annex 6: Transit and Inland Customs Clearance Regime. As background, the Meeting was informed of the completion of National Workshops on Issuing and Guaranteeing Organizations in relation to Annexes 6, 8, and 14, in all GMS countries, including workshops in Bangkok (December 2004), Ha Noi (January 2005), Beijing (March 2005), Yangon (March 2005), Phnom Penh (March 2005), and Vientiane (March 2005). The workshops provided the necessary input for refinement of the two articles of these annexes on issuing and guaranteeing organizations, e.g., to establish alternative modalities, with the particular modalities to be decided by MOU between country pairs, similar to the approach in Article 4 of Annex 4: Facilitation of Frontier Crossing Formalities. The ADB Team will provide a consolidated report summarizing the six country workshops, no later than 15 April 2005. The Meeting took note of a proposed workshop to be hosted by the General Administration of China Customs and ADB on issues related to Annex 6, as well as Annex 8: Temporary Importation of Motor Vehicles, and Annex 14: Container Customs Regime, to be undertaken in the latter half of July 2005.

V. Other Matters

13. The Meeting noted the status of ratification of the Stage 1 and 2 Annexes and Protocols for each of the six GMS governments.³³ Most or all of the GMS countries are likely to have ratified the Stage 1 and 2 Annexes and Protocols by December 2005. In addition to standard notification procedures for ratification of international agreements where Contracting Parties notify each other through diplomatic channels, the Meeting agreed that GMS governments will inform ADB of their ratification of the annexes and protocols, which in turn will advise the National Transport Facilitation Committees of the other GMS countries.

14. The Meeting agreed to explore the establishment of a depository and registration of the Agreement, its amendments, annexes, and protocols with the Secretariat of the United Nations (UN) in accordance with Article 102 of the UN Charter, which may increase the stature of the Agreement. The Meeting agreed that an amendment of the Agreement be formulated for this purpose. In this regard, the ADB Team will circulate an options paper on this subject drawing upon the Vienna Convention on the Law of Treaties, no later than 29 April 2005.

15. The Meeting noted that the Second GMS Summit could provide a strong political mandate for the facilitation of cross-border transport of goods and people in the GMS. In this regard, the Meeting agreed to request the Task Force for the Second GMS Summit to consider incorporating in the Joint Summit Declaration that ratification of current and future signed annexes and protocols be expedited, and national laws and regulations be conformed to the Agreement and its Annexes and Protocols.³⁴

³³ Cambodia and the PRC expect ratification of the Stage 1 and Stage 2 annexes and protocols by the end of 2005, Lao PDR has already ratified the Stage 1 annexes/protocols and expects ratification of the Stage 2 annexes by June 2005, Myanmar expects ratification of the Stage 1 annexes/protocols by September 2005 and the Stage 2 annexes by the end of 2005, Thailand reported that ratification of Stage 1 and 2 annexes/protocol is in progress, and Viet Nam has already ratified the Stage 1 annexes/protocols and expects ratification of the Stage 2 Annexes by May 2005.

³⁴ E.g., the promulgation or amendment of laws and regulations in some GMS countries to allow the extraterritorial performance of duties by Competent Authorities as called for in Article 4(b) of the Agreement.

16. A Meeting in lieu of Fact-Finding on Preparation of a Regional Technical Assistance (RETA) for Implementing the GMS Agreement to Facilitate the Cross-Border Transport of Goods and People – Phase II was held on 16 March 2005 (Appendix 9). The RETA will assist the National Transport Facilitation Committees (NTFCs, chaired by a vice minister or equivalent) of the GMS countries and the Joint Committee (involving representatives of the respective NTFCs) in the implementation of the Agreement through a number of measures to ensure the sustainability of the Agreement. The ADB Team was requested to proceed expeditiously with the proposed RETA to assure that it could be approved before the Second GMS Summit on 4–5 July 2005, to support the initial implementation of the Agreement.

17. The Meeting agreed that the Third Negotiation Meeting on Annexes and Protocols (Stage 3) will be held in Yangon, Myanmar, during the second or third week of August 2005. The Meeting warmly welcomed the kind offer of Myanmar to host the meeting.

VI. Adoption of Summary of Proceedings

18. The Meeting adopted the Summary of Proceedings on 18 March 2005 in Kunming, Yunnan Province, PRC.

VII. Acknowledgments

19. The GMS countries and the ADB Team expressed their sincere thanks and appreciation to the PRC, in particular, the Ministry of Communications and the People's Government of Yunnan Province, for the warm hospitality and excellent arrangements provided to the Second Negotiation Meeting on Annexes and Protocols (Stage 3) of the GMS Cross-Border Transport Facilitation Agreement.

Third Negotiation Meeting, Yangon, Myanmar, 23–26 August 2005³⁵

I. Introduction

1. The Third Negotiation Meeting (the Meeting) on the Annexes and Protocols (Stage 3) of the Greater Mekong Subregion (GMS) Cross-Border Transport Facilitation Agreement (CBTA) was held in Yangon, Myanmar, on 23–26 August 2005. The Meeting was jointly organized by the Ministry of Rail Transportation of the Union of Myanmar and the Asian Development Bank (ADB).
2. The objective of the Meeting was to discuss and reach agreement on the remaining four Annexes and Protocols in Stage 3. The Meeting Program is attached as Appendix 1.
3. The participants of the Meeting consisted of delegations from the Kingdom of Cambodia, the People's Republic of China (PRC), the Lao People's Democratic Republic (Lao PDR), the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam. ADB staff and consultants (the ADB Team) facilitated the Meeting and served as resource persons. The list of participants is attached as Appendix 2.

II. Opening Session

4. H.E. Thura U Thuang Lwin, Deputy Minister, Ministry of Rail Transportation, Union of Myanmar, opened the Meeting and welcomed the participants. He observed that since the initiation of the GMS Program in 1992, physical subregional linkages have been developed and the countries have increasingly opened their economies, which has involved an emphasis on regulatory and institutional issues. He noted that since 1996, ADB has provided a series of technical assistance (TA) projects leading to the CBTA, which entered into force on 31 December 2003. He further stated that at the Second GMS Summit, held at Kunming, PRC, in July 2005, the Leaders were encouraged by the considerable progress in negotiations of the annexes and protocols of the CBTA and reaffirmed their commitment to “move with speed and purpose” to implement the CBTA at an increasing number of border crossings.
5. Mr. Yushu Feng, Senior Regional Cooperation Economist, ADB, in his Opening Statement, congratulated the countries on their signing of four annexes and protocols as well as three memoranda of understanding (MOUs) for initial implementation, on 5 July 2005 at the Second GMS Summit. He noted that the Meeting is a follow-up to the Summit, as the Leaders instructed that the remaining annexes and protocols should be finalized by the end of this year. He also stated that ADB is in the process of preparing a TA paper to continue ADB's assistance for the implementation of the CBTA.

III. Business Arrangements

6. The Meeting was held in plenary sessions including an opening session, and sessions on Annex 6: Transit and Inland Customs Clearance Regime, Protocol 3: Frequency and Capacity of Services and Issuance of Quotas and Permits, Annex 8: Temporary Importation of Motor Vehicles, and Annex 14: Container Customs Regime. The sessions on Annexes

³⁵ Editor's Note: Appendixes listed in this summary of proceedings are not included in this publication.

6, 8, and 14 were chaired by Colonel Khin Maung Linn, Director General, Customs Department, Ministry of Finance and Revenue, Union of Myanmar, while the sessions on Protocol 3 were chaired by Mr. Aung Myint, Director, Road Transport Administration Department, Ministry of Rail Transportation, Union of Myanmar. Mr. Yushu Feng, ADB, co-chaired all sessions.

IV. Negotiation of Stage 3 Annexes and Protocols

7. Colonel Khin Maung Linn opened the negotiation sessions, recalling the GMS countries' action plan to finalize the negotiation and signing of the annexes and protocols in three stages from 2003 to 2005, and noting that three annexes and one protocol remain to be finalized and signed. With the deadline for achievement of the action plan drawing near, he urged the parties to reach consensus on the remaining annexes and protocols. Dr. Kristiaan Bernauw, ADB Consultant, then made a short, introductory presentation on customs transit issues in the GMS, as a "warm up" for the negotiations (of Annexes 6, 8, and 14), which was followed by a question-and-answer session.

- (i) The Meeting then negotiated the draft of the following annexes/protocol as shown in the table below:

Annex	Location of revised draft
Annex 6: Transit and Customs Inland Clearance Regime	Appendix 3 (Revised Draft)
Protocol 3: Frequency and Capacity of Services and Issuance of Quotas and Permits	Appendix 4 (Revised Draft)
Annex 8: Temporary Importation of Motor Vehicles	Appendix 5 (Revised Draft)
Annex 14: Container Customs Regime	To be redrafted

- (j) The Meeting agreed in principle on Annex 6: Transit and Inland Customs Clearance Regime, including Article 9 on Issuing and Guaranteeing Organizations and Article 10 on Liability of the Issuing/Guaranteeing Organization, drawing upon the findings of national workshops on issuing and guaranteeing organizations held in all GMS countries from December 2004 to March 2005.
- (k) One matter regarding Annex 6 relates to the draft of Article 9(a), which sets out a guideline for the maximum amount of security to be provided by the guaranteeing organization; since the amount of security depends on the trade volume through the territory of a given customs administration, it was tentatively proposed that the security to be provided be limited to 30% of the potentially chargeable customs duties and taxes on the average weekly cross-border cargo volume,³⁶ through the border crossings identified in Protocol 1 of the CBTA, between country pairs; the Meeting agreed that the ADB Team would reconsider this guideline in light of international practice. Another matter regarding Annex 6 relates to the draft of Article 10(g), which proposes that the liability of the issuing/guaranteeing organization be limited to the SDR (Special Drawing Rights) equivalent of \$50,000,³⁷ based on the precedent of the Customs Convention on the International Transport of Goods Under the Cover of TIR Carnets (the TIR Convention; Geneva, 1975). A further matter regarding Annex 6 relates to draft Article 4(e), which states that Contracting Parties

³⁶ Based on a European Union precedent.

³⁷ Equivalent to SDR 34,032 as of 25 August 2005.

where electronic [advance] clearance customs procedures are in force, in accordance with Article 4(d) of the CBTA, Article 8 of Annex 4, and Article 7 of Annex 12, shall take appropriate measures to facilitate transport operators in complying with their electronic procedures. Also, a new paragraph in the preamble was proposed to indicate that Annex 6 should be regarded as a step toward eventual accession of the GMS countries to the TIR Convention, called for by Resolution 48/11 of the United Nations Economic and Social Commission for Asia and the Pacific (ESCAP). In view of these and other matters, the ADB Team will prepare a revised draft of Annex 6, no later than 7 October 2005.

- (l) Following brief introductory (“warm up”) presentations by Mr. Aung Myint and Mr. Bernauw, the Meeting next negotiated Protocol 3: Frequency and Capacity of Services and Issuance of Quotas and Permits, following the regulated approach (Step 1 according to Article 23 of the CBTA) agreed at the Second Negotiation Meeting on Stage 3 Annexes and Protocols in March 2005, held in Kunming, PRC. The Meeting agreed on an approach involving a multilateral GMS road transport permit issued by the National Transport Facilitation Committee of the Home Country and entitling transport operators to perform cross-border transport operations into the territories of other Contracting Parties. The ADB Team tentatively proposed 200 GMS road transport permits for cargo transport and 50 permits for non-scheduled passenger transport per Contracting Party; however, it was agreed that the ADB Team would analyze demand data being compiled by ADB TA 6195-REG: GMS Transport Sector Strategy Study, to endeavor to provide figures with a more rational basis, no later than 7 October 2005. In addition, the ADB Team tentatively proposed that Protocol 3 will cease to be effective after having been in force for five years, after which it would be replaced by the free market system as described in Step 2 in Article 23 of the CBTA. The ADB Team will prepare a revised draft of Protocol 3, no later than 7 October 2005.
- (m) The Meeting negotiated a revised draft of Annex 8: Temporary Importation of Motor Vehicles, reflecting related provisions of the revised draft of Annex 6 negotiated by the Meeting. The Meeting clarified that the Scope of Application of the CBTA, as set in Article 2(a), covers not only commercially operated vehicles but also non-commercially operated vehicles. The Meeting discussed whether the Temporary Admission Document should cover the temporary entry into one other Contracting Party’s territory only or should be designed to cover trips into more than one other Contracting Party’s territory; the ADB Team clarified that the number of trips traversing more than one other Contracting Party’s territory may not justify the complication because in most cases only a small part of such document’s capacity would be used. Also, the Meeting discussed terminology (e.g., admission, importation, or entry) and agreed that the ADB Team will reconsider appropriate terminology based on relevant international conventions. Further, the Meeting requested the ADB Team to assess the appropriate magnitude of liability of the issuing and guaranteeing organization per Temporary Admission Document, no later than 7 October 2005; on a preliminary basis, the ADB Team mentioned a figure of \$6,000 equivalent in SDR. Finally, each country made a brief of presentation proposing specific items in Annex 8 requiring revision. In view of the foregoing, the ADB Team will prepare a revised draft of Annex 8, no later than 7 October 2005.

- (n) The Meeting commenced preliminary negotiations of Annex 14: Container Customs Regime with each country stating its views. The ADB Team will prepare a revised draft of this Annex, reflecting related provisions of the revised drafts of Annexes of 6 and 8, no later than 7 October 2005, to facilitate negotiation of this Annex at the next meeting.
- (o) The Meeting agreed that Annexes 6, 8, and 14 should be aligned to the maximum extent possible. It was also agreed that the ADB Team would provide complete draft attachments to Annexes 6, 8, and 14, and Protocol 3, when preparing the inputs to the next negotiation meeting.
- (p) In summary, the inputs to be provided by the ADB Team, no later than 7 October 2005, include the following:
 - (i) regarding Annex 6, reconsideration of the maximum amount of security to be provided by the guaranteeing organization (the ADB Team tentatively proposed that the security to be provided be limited to 30% of the potentially chargeable customs duties and taxes on the average weekly cross-border cargo volume, through the border crossings identified in Protocol 1 of the CBTA, between country pairs);
 - (ii) regarding Protocol 3, analysis of demand data being compiled by ADB TA 6195-REG: GMS Transport Sector Strategy Study, to provide figures with a more rational basis for the number of permits as required by Protocol 3 (figures of 200 for cargo transport permits and 50 for non-scheduled passenger transport permits were tentatively proposed by ADB Team);
 - (iii) regarding Annex 8, assessment of the appropriate magnitude of liability of the issuing and guaranteeing organization per Temporary Admission Document in Annex 8 (a figure of \$6,000 equivalent in SDR was mentioned by the ADB Team); and
 - (iv) preparation of revised drafts of Annex 6, 8, and 14, including attachments.

The Meeting agreed that the GMS countries would provide the ADB Team with their comments on the above inputs no later than 21 October 2005.

V. Other Matters

8. The Meeting noted that the Second GMS Summit provided a strong political mandate for the facilitation of cross-border transport of goods and people in the GMS. The Leaders were "encouraged by the considerable progress in negotiating the annexes and protocols of the Cross-Border Transport Facilitation Agreement and commencement of its implementation" and reaffirmed their commitment "to move with speed and purpose to implement the Agreement at an increasing number of border crossings." The Leaders also committed the GMS countries to "take all necessary domestic measures to ensure that the Agreement can be implemented starting in 2006."³⁸

9. Taking note of the Leaders' mandate, the respective GMS countries agreed to intensify efforts for the ratification of the Stage 1 and 2 Annexes and Protocols. Also pursuant to the Leaders' mandate, the Meeting agreed to resolve all pending issues on the Stage 3 Annexes and Protocols at the next negotiation meeting. For this purpose, the Meeting

³⁸ Second GMS Summit of Leaders, "Kunming Declaration," 4–5 July 2005, para 16.

agreed that the Fourth Negotiation Meeting on Annexes and Protocols (Stage 3) will be held in Lao PDR, during the first week of November 2005.

10. The Meeting noted that a fact-finding mission for preparation of a Regional Technical Assistance (RETA) for Implementing the Agreement for Facilitation of the Cross-Border Transport of Goods and People – Phase II will be undertaken by Mr. Feng, ADB, during the first two weeks of September 2005. The RETA will assist the National Transport Facilitation Committees of the GMS countries and the Joint Committee in the implementation of the Agreement through a number of measures to ensure the sustainability of the Agreement.

11. The Meeting noted the proposal of the PRC that since Guangxi Zhuang Autonomous Region has formally joined the GMS, the route from Nanning to Ha Noi via Youyiguan, including the associated border crossing points, should be added to Protocol 1 as quickly as possible. The delegation of Viet Nam stated that it will report the proposal to its higher authorities.

VI. Adoption of Summary of Proceedings

12. The Meeting adopted the Summary of Proceedings on 26 August 2005 in Yangon, Myanmar.

VII. Acknowledgments

13. The GMS countries and the ADB Team expressed their sincere thanks and appreciation to the Union of Myanmar, in particular, the Ministry of Rail Transportation, for the warm hospitality and excellent arrangements it provided for the Third Negotiation Meeting on Annexes and Protocols (Stage 3) of the GMS Cross-Border Transport Facilitation Agreement.

Fourth Negotiation Meeting, Vientiane, Lao PDR, 31 October–3 November 2005³⁹

I. Introduction

1. The Fourth Negotiation Meeting (the Meeting) on the Annexes and Protocols (Stage 3) of the Greater Mekong Subregion (GMS) Cross-Border Transport Facilitation Agreement (CBTA) was held in Vientiane, Lao People's Democratic Republic (Lao PDR), on 31 October–3 November 2005. The Ministry of Communication, Transportation, Post and Construction (MCTPC) of Lao PDR and the Asian Development Bank (ADB) jointly organized the Meeting.
2. The objective of the Meeting was to discuss and reach agreement on the remaining four Annexes and Protocols in Stage 3. The Meeting Program is attached as Appendix 1.
3. The participants of the Meeting consisted of delegations from the Kingdom of Cambodia, the People's Republic of China (PRC), the Lao People's Democratic Republic (Lao PDR), the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam. ADB staff and consultants (the ADB Team) facilitated the Meeting and served as resource persons. The list of participants is attached as Appendix 2.

II. Opening Session

4. H.E. Sommad Pholsena, Vice Minister, MCTPC, Lao PDR, opened the Meeting and welcomed the participants. He recalled the history of the CBTA, originally a three-country agreement signed in Vientiane in November 1999, and subsequently acceded to by the three other GMS countries. He noted the need for annexes and protocols to activate the CBTA and the prevailing view that the third and final negotiations stage is the most difficult; however, he also noted the substantial progress achieved in the three prior negotiation meetings on the third stage, with only a few (although difficult) remaining issues to be settled at the Meeting. In addition, H.E. Sommad pointed to the implementation of the CBTA at the Dansavanh–Lao Bao border crossing points between Lao PDR and Viet Nam, which has reduced time spent at the border and is thereby gradually transforming this important GMS corridor into a land bridge. He concluded that Lao PDR can now look forward to the day when the word “landlocked” will have become a distant nightmare.
5. Mr. Yushu Feng, Senior Regional Cooperation Economist, ADB, in his Opening Statement, joined H.E. Sommad in welcoming the participants. He stated that the GMS countries have come full circle, returning to Vientiane, the city where the initial three Contracting Parties signed the CBTA, this time to move toward finalization of the final stage of annexes and protocols required for implementation. He noted that the CBTA including its implementation has become a signature flagship project of the GMS Program, is the first of its kind among all regional cooperation programs supported by ADB, and is now being replicated in other regional cooperation programs. While encouraged by the achievements of the last negotiation meeting, he noted that much remains to be done to reach agreement on the remaining annexes and protocols. He called on the Meeting to follow the instruction of the Second GMS Summit to complete the negotiations of the remaining annexes and protocols by the end of 2005.

³⁹ Editor's Note: Appendixes listed in this summary of proceedings are not included in this publication.

III. Business Arrangements

6. The Meeting was held in plenary sessions including an opening session, and sessions on Protocol 3: Frequency and Capacity of Services and Issuance of Quotas and Permits, Annex 6: Transit and Inland Customs Clearance Regime, Annex 8: Temporary Importation of Motor Vehicles, and Annex 14: Container Customs Regime. The sessions were chaired by Mr. Lattanamany Khounnyvong, Director General of the Transport Department, Lao PDR. Mr. Yushu Feng, ADB, co-chaired all sessions.

IV. Negotiation of Stage 3 Annexes and Protocols

A. Summary

7. The Meeting then negotiated and agreed upon the final draft of the following protocol and three annexes as shown in the table below:

Annex	Location of final draft
Protocol 3: Frequency and Capacity of Services and Issuance of Quotas and Permits	Appendix 3
Annex 6: Transit and Customs Inland Clearance Regime	Appendix 4
Annex 8: Temporary Importation of Motor Vehicles	Appendix 5
Annex 14: Container Customs Regime	Appendix 6

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

8. The Meeting agreed on a final draft of Protocol 3: Frequency and Capacity of Services and Issuance of Quotas and Permits, involving multilateral GMS road transport permits issued by the National Transport Facilitation Committee of the Home Country and entitling transport operators to perform cross-border transport operations in the territories of other Contracting Parties (Step 1 according to Article 23 of the CBTA). Among other matters,⁴⁰ it was agreed that:

- (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 CBTA and Annex 9 to the CBTA [Article 1][non-commercial transport is not subject to the permit requirement].
- (ii) An exemption for the permit requirement for transport for own account⁴¹ will be retained, provided that a certificate to qualify for this exemption, issued by the National Transport Facilitation Committee or its authorized Competent Authority, shall be recognized by the Host Country [Article 3(a)].
- (iii) 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 [Article 5(a)].
- (iv) For scheduled passenger transportation, the Contracting Parties whose territory is traversed by the itinerary, shall make appropriate arrangements on terms

⁴⁰ Changes related mainly to selection of preferred or appropriate wording are not listed here.

⁴¹ Article 3(s) of the CBTA defines transport for own account as “a transport operation that is an ancillary activity of an enterprise in view of moving its employee[s] or the goods that are the object of its commercial activity in Vehicles owned by the enterprise and driven by its employees.”

and conditions and/or on the number of permits for cargo transportation and for non-scheduled passenger transportation [Article 5(b)].

- (v) For cargo transportation and for non-scheduled passenger transportation, each Contracting Party shall be entitled to issue up to 500 permits, except for Cambodia; Cambodia shall be entitled to issue 60 permits and only 60 of the permits issued by each of the five other Contracting Parties shall be valid for use in Cambodia. This arrangement shall be subject to annual review and modification by the Joint Committee [Article 5(c)].
- (vi) Country code (distinguishing nationality sign as per Article 7(d) of Annex 2 to the CBTA) and permit number were added to the list of particulars to be included in the permit form [Article 7(a)(i)].
- (vii) 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 [Article 7(a)(ii)].
- (viii) The vehicle to which a permit is allocated shall carry the original permit form on board at all times during cross-border transport operations [Article 7(a)]. Each permit shall be valid only for a vehicle with one of the registration numbers entered on the permit form [Article 7(b)].
- (ix) 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 CBTA [Article 8].

9. Regarding Article 3, Thailand proposed, and the Meeting agreed, that transport operations under existing or future bilateral border trade agreements be exempt from the permit requirement based on bilateral negotiations between concerned adjacent Contracting Parties.

10. Regarding Article 5(c), Cambodia will inform the ADB Team if upon further internal government consultations it decides to increase its reciprocal quota for cargo and non-scheduled passenger transportation to above 60 permits, no later than 1 March 2006; in such case the ADB Team will revise Article 5(c) accordingly and distribute the revised article to the six GMS governments.

11. Regarding Article 7(a), the Meeting agreed that one type of GMS Road Transport Permit form will be used for scheduled passenger transport operations, non-scheduled passenger transport operations, and cargo transport.

C. Annex 6: Transit and Inland Customs Clearance Regime

12. The Meeting agreed on a final draft of Annex 6: Transit and Inland Customs Clearance Regime, which provides flexibility for the countries in the future if they wish to later accede to the Customs Convention on the International Transport of Goods Under the Cover of TIR Carnets (Geneva, 1975; the TIR Convention). Among other matters,⁴² it was agreed that:

⁴² Changes related mainly to selection of preferred or appropriate wording are not listed here.

- (i) Force Majeure means circumstances that could not be foreseen and avoided, and the consequences of which could not to be prevented and controlled [Article 1(a)(iii)].
- (ii) The regime and procedures set out in this Annex are optional for the transport operator, who is entitled either to transit and inland customs clearance under the regime of this Annex or to comply with other customs transit and inland clearance rules and procedures of the Host Country, if any [Article 1(b)(iv)].
- (iii) When applicable, the Customs Clearance regime of this Annex shall replace the national Customs Clearance regime for goods in transit (international and inland)[Article 1(b)(vii)].
- (iv) Contracting Parties where electronic Customs Clearance procedures are in force in accordance with Article 4(d) of the CBTA, Article 8 of Annex 4, and Article 7 of Annex 12 to the CBTA, shall take appropriate measures to facilitate transport operators' compliance with their electronic procedures [Article 1(b)(viii)].
- (v) The (very technical and complicated) text from the TIR Convention annexes were imported through attachments rather than through simple reference [Articles 3(a)(iii) and (iv)] considering that the GMS countries have not (yet) acceded to the TIR Convention.
- (vi) The particulars of the Transit and Inland Customs Clearance Document were put into the main text of Article 4, including specification of the points of entry and exit in accordance with Protocol 1 of the CBTA. Two copies (rather than one copy) of the Transit Inland Customs Clearance Document shall be provided for the Country of Departure Inland Customs Authority Office, the Country of Transit Customs Authority, and the Inland Customs Authority's Office.
- (vii) For goods involved in a commercial transaction, a copy of the invoice of the goods shall be attached to each copy of the Transit and Inland Customs Clearance Document [Article 4(e)].
- (viii) 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 no later than 30 calendar days commencing from notification [Article 10(d)].
- (ix) The liability of the authorized issuing/guaranteeing organization/institution shall be limited to SDR⁴³ 35,000⁴⁴ per Transit and Inland Customs Clearance Document issued.
- (x) State guarantee was deleted from the list of modalities of guarantor security to Customs, although it remains a possibility because the list is non-exhaustive [Article 11(b)].
- (xi) The amount of security to be provided according to the Article shall be a maximum of SDR 70,000. 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 70,000 [Article 11(c)].

⁴³ SDR refers to Special Drawing Rights of International Monetary Fund. On 1 November 2005, \$1 = SDR 0.692962 and SDR 1 = \$1.44308.

⁴⁴ This amount was set to be equivalent to \$50,000, the liability limit per customs transit document set by the TIR Convention. On 1 November 2005, \$50,000 = SDR 34,648.1.

D. Annex 8: Temporary Importation of Motor Vehicles

13. The Meeting agreed on a final draft of Annex 8: Temporary Importation of Motor Vehicles, reflecting the structure and related provisions of the final draft of Annex 6 negotiated by the Meeting. Matters specific to Annex 8 that were agreed included the following:⁴⁵

- (i) For the purpose of this Annex, “motor vehicles for commercial use” was defined as motor vehicles registered in their Home Country and used for transport of persons for remuneration, reward, or other consideration, or for the industrial or commercial transport of goods, with or without remuneration [Article 1(a) (ii)].
- (ii) The regime of this Annex shall apply to vehicles specified in Article 1 of Annex 2 to the CBTA [Article 1(b)(i)].
- (iii) A semi-trailer may be covered by a separate Temporary Admission Document or shall be specified separately in the Temporary Admission Document for the prime mover [Article 3(b)]. The Temporary Admission Document may cover one or more temporary admissions into the territories of Contracting Parties [Article 3(d)]. The Temporary Admission Document shall consist of one original copy for the authorized issuing/guaranteeing organization, one for the motor vehicle operator, and two for each of the Host Country’s Customs Authorities whose territory is entered [Article 3(e)]. The Joint Committee will determine the format, appearance, layout, and printing specifications of the permit form [Article 3(g)].
- (iv) Each Contracting Party shall authorize a national issuing and guaranteeing 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. The Contracting Parties may authorize two national issuing and guaranteeing organizations/institutions, i.e., one for motor vehicles for commercial use and another for motor vehicles other than for commercial use [Article 9(a)].
- (v) The liability of the authorized issuing/guaranteeing organization/institution shall be limited to SDR 20,000⁴⁶ per Temporary Admission Document issued [Article 10(f)].
- (vi) The amount of security to be provided shall be a maximum of SDR 40,000⁴⁷ [Article 11(a)].

E. Annex 14: Container Customs Regime

14. The Meeting agreed on a final draft of Annex 14: Container Customs Regime, reflecting the structure related provisions of the final draft of Annex 6 negotiated by the Meeting. Matters specific to Annex 14 that were agreed included the following:⁴⁸

⁴⁵ Changes related mainly to selection of preferred or appropriate wording (e.g., changing “re-exit” to “re-export,” “temporary importation document” to “temporary admission document”) are not listed here.

⁴⁶ On 1 November 2005, SDR 20,000 = \$28,861.6.

⁴⁷ This amount was set to be equivalent to SDR 20,000 multiplied by two. On 1 November 2005, SDR 40,000 = \$57,723.2.

⁴⁸ Changes related mainly to selection of preferred or appropriate wording are not listed here.

- (i) The liability of the authorized issuing/guaranteeing organization/institution shall be limited to SDR 300⁴⁹ per Temporary Admission Document issued [Article 10(f)].
- (ii) The amount of security to be provided shall be a maximum of SDR 600⁵⁰ [Article 11(a)].

F. Distribution of Final Text of the Stage 3 Annexes/Protocols

15. The ADB Team will provide the GMS countries with the agreed final draft by 21 November 2005.

G. Other Matters

16. As requested by Cambodia, ADB agreed to send a mission to Phnom Penh to hold a consultation meeting with the private sector and concerned government officials for further explanation of guarantee arrangements under Annexes 6, 8, and 14.

17. The Meeting looked ahead to a Second Joint Committee Meeting in the first half of 2006 in the PRC. In addition to the signing of the Stage 3 annexes and protocols, possible agenda items for the Second Meeting of the Joint Committee meeting include (i) a call for ratification of annexes and protocols, (ii) updating of the status of implementation of the CBTA at the seven Phase I border crossing points, (iii) identification of new border crossings for implementation from the existing list of border crossings in Protocol 1 of the CBTA, (iv) identification of new routes and border crossings to be included in Protocol 1 of the CBTA, and (v) major implementation issues (e.g., establishment of a guarantee system, organization of a secretariat for the Joint Committee). Subcommittee meetings may be held just prior to the Joint Committee meeting, e.g., a Transport Subcommittee meeting to discuss the format and detailed requirements for printing, distribution, and authentication of the permits to be issued in accordance with Protocol 3; or a Customs Subcommittee Meeting to discuss the format and detailed requirements for printing, distribution, and authentication of the documents required by Annexes 6, 8, and 14.

18. The Meeting took note of the expected approval in January 2006 of an ADB Regional Technical Assistance (RETA) for Implementing the Agreement for Facilitation of the Cross-Border Transport of Goods and People – Phase II in January 2006. The RETA will assist the National Transport Facilitation Committees of the GMS countries and the Joint Committee in the implementation of the CBTA through a number of measures to ensure the sustainability of the Agreement.

19. Appendix 7 presents a table indicating the phasing of CBTA border crossing points (column 1), status of initial implementation of the CBTA at each pair of border crossing points (column 2), and future steps (and column 3). The Meeting agreed that the GMS countries would send to the ADB Team its comments on this table including an indication of current status, by 2 December 2005.

⁴⁹ On 1 November 2005, SDR 300 = \$432.9.

⁵⁰ This amount was set to be equivalent to SDR 300 multiplied by two. On 1 November 2005, SDR 600 = \$865.6.

V. Adoption of Summary of Proceedings

20. The Meeting adopted the Summary of Proceedings on 3 November 2005 in Vientiane, Lao PDR.

VI. Acknowledgments

21. The GMS countries and the ADB Team expressed their sincere thanks and appreciation to the Lao People's Democratic Republic, in particular, the Ministry of Communication, Transportation, Post and Construction, for their warm hospitality and the excellent arrangements it provided for the Fourth Negotiation Meeting on Annexes and Protocols (Stage 3) of the GMS Cross-Border Transport Facilitation Agreement.

IV. Institutional Arrangements

A. Terms of Reference of the Joint Committee for the GMS Cross-Border Transport Facilitation Agreement

Article 1: Introduction

Pursuant to Article 29 of the Agreement (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 (the “Contracting Parties”) for the Facilitation of Cross-Border Transport of Goods and People, a Joint Committee will be established to monitor and assess the functioning of the Agreement and its annexes and protocols. The Joint Committee is an advisory body, which will make recommendations to the Ministerial-Level Conference on issues regarding the implementation of the Agreement and its annexes and protocols.

Article 2: Status

The Joint Committee is a standing body without legal personality.

Article 3: Main Functions

- (a) Ensure the orderly and effective implementation of the Agreement and its annexes and protocols.
- (b) As per Article 42 of the Agreement, provide a forum for addressing disputes on interpretation or application of the Agreement and its annexes and protocols.

Article 4: Tasks/Work Program

The Joint Committee will determine its own work program and schedule.

Article 5: Membership

The Joint Committee will be composed of the Chairperson of the six National Transport Facilitation Committees established in the six Contracting Parties pursuant to Article 28 of the Agreement. Additional official(s), resource persons, and external observers may be invited to attend the Joint Committee meetings, depending on the issues to be discussed. In addition, representatives of the Asian Development Bank may attend the Joint Committee meetings.

Article 6: Functioning

The Joint Committee will establish its internal rules as required, with the assistance of ADB.

Article 7: Joint Committee Meetings

- (a) Chairperson and Venue: The venue (host country) for the Joint Committee meetings will in principle be rotated among the Contracting Parties in alphabetical order. However, the Contracting Parties may agree on another order for the sake of convenience or efficiency. The member of the Joint Committee from the host country will serve as Chairperson of the Joint Committee meeting. ADB will assist in facilitating the Joint Committee meetings in the capacity of associate or Co-Chairperson.
- (b) Frequency of Joint Committee Meetings: The Joint Committee will meet, as appropriate, depending on its work program.
- (c) Quorum and Decision Making: Attendance of all Contracting Parties will be required. Any decision taken, or position adopted, or opinion voiced shall be by consensus.
- (d) Record of Proceedings: The Secretariat shall fulfill the function of rapporteur to prepare the official record of the meeting proceedings.

Article 8: Working Language

The working language of the Joint Committee shall be English. Also, all documents produced by the Joint Committee shall be in English.

Article 9: Joint Committee Activity in between Meetings

- (a) In between formal meetings, the Joint Committee will actively pursue the objectives through communication in writing or by any other means.
- (b) To ensure ease of coordination, each Contracting Party will designate a point of contact or focal point in the respective National Transport Facilitation Committees.

Article 10: Subcommittees

- (a) The Joint Committee will establish subcommittees, including (i) Transport, (ii) Customs, (iii) Health Inspection (Sanitary/Phytosanitary/Quarantine), and (iv) Immigration. Working under the guidance of the Joint Committee, the subcommittees shall be responsible for (i) discussing implementation-related issues on the respective thematic areas, and (ii) making recommendations to the Joint Committee on how to resolve these issues.
- (b) Membership: Each Contracting Party shall designate at least one official from the National Transport Facilitation Committee as representative to the relevant subcommittee. To ensure linkages and information-sharing with the relevant GMS forums or working groups such as the Subregional Transport Forum, the Trade Facilitation Working Group, and the Working Group on Agriculture, the subcommittees shall coordinate their activities with the relevant GMS forums or working groups by reciprocal participation in meetings to the extent possible.
- (c) Frequency of Subcommittee Meetings: The subcommittees will meet as, when, and where required depending on the prevalence of implementation-related issue(s).

Article 11: Secretariat of the Joint Committee

- (a) ADB shall serve as the secretariat of the Joint Committee and the subcommittees consistent with ADB's role in the GMS Economic Cooperation Program. The

secretariat shall work in close cooperation with the focal point of the six Contracting Parties.

- (b) The secretariat will (i) coordinate, and support the work of the Joint Committee and its subcommittees, (ii) work with the focal point of the host Contracting Party in the preparation and organization of meeting of the Joint Committee and its subcommittees, and (iii) provide assistance in other areas as mandated by the Joint Committee.

Article 12: Financing and Other Support

- (a) It is expected that the cost of operating the Joint Committee and subcommittees will be covered by the respective governments, with each Contracting Party arranging for the financing of the cost of their participation. However, during the initial period, ADB will provide financial assistance in coordinating and arranging the meetings of the Joint Committee and the subcommittees. The initial period will be determined by ADB after consultation with the Contracting Parties.
- (b) The Host Country will provide the necessary technical, administrative, logistic, and coordinating support for meeting activities.

Article 13: Reporting

The Joint Committee will report to the Ministerial-Level Conference and their respective governments. As secretariat of the Joint Committee and its subcommittees, ADB will post a summary of the activities of the Joint Committee and its subcommittees on the ADB's GMS webpage.

B. Terms of Reference of Subcommittees of the GMS Cross-Border Transport Facilitation Agreement on Transport, Customs, Immigration, and Health Inspection

Transport Subcommittee Terms of Reference

Article 1: Introduction

In accordance with the Terms of Reference of the Joint Committee for the GMS Cross-Border Transport Facilitation Agreement created under Article 29 of the Agreement (hereinafter 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 (hereinafter the "Contracting Parties"), the Joint Committee shall establish subcommittees, including one on transport.

Article 2: Status

The Transport Subcommittee shall be a standing body, but without legal personality.

Article 3: Main Objectives

The Transport Subcommittee will pursue the aims defined by the Terms of Reference of the Joint Committee, i.e.:

- (a) to ensure the orderly and effective implementation of the Agreement and its Annexes and Protocols, and
- (b) to provide a venue for addressing disputes on interpretation or application of the Agreement and its Annexes and Protocols in the particular transport-related fields of the GMS Cross-Border Transport Facilitation Agreement, i.e., Articles 4, 6, 8, 10, 11 to 17, 19 to 24 and 25 to 27, 31, 34, and 35 of the Agreement and Annexes 1, 2, 4, 5 (the Part on Transport Conditions), 6, 7, 9, 10, 11, 12, 13a, 13b, and Protocols 1, 2, and 3 of the Agreement, and in particular with regard to (non-exhaustive list):
 - (i) the organization of single-window inspection procedures;
 - (ii) the coordination of operating hours of border crossing offices;
 - (iii) the coordination of opening of additional border crossing points, routes, and transport corridors;
 - (iv) the setting of road user charges;
 - (v) the modalities of allowing the cross-border movement of dangerous goods;
 - (vi) the registration and identification of vehicles in cross-border movement;
 - (vii) the technical requirements for vehicles in cross-border movement;
 - (viii) the gradual adaptation of the road traffic regulations and signage;
 - (ix) the licensing criteria for road and multimodal transport operators;
 - (x) the determination of the frequency and capacity of cross-border transport operations and the exchange of permits for that purpose;
 - (xi) pricing of passenger transportation;
 - (xii) road and bridge design standards;

- (xiii) border crossing facilities and equipment; and
- (xiv) the exchange of information on national transport-related laws and regulations, formalities, practices, and procedures.

Article 4: Tasks/Work Program

- (a) Within its field of competence, the Subcommittee will work under the guidance of the Joint Committee. In accordance with the Terms of Reference of the Joint Committee, the Subcommittee shall thus:
 - (i) discuss implementation-related issues in the field of transport; and
 - (ii) make recommendations to the Joint Committee on how to solve these issues.
- (b) The Subcommittee may propose its own work program and schedule for approval to the Joint Committee. It may receive express taskings from the Joint Committee.

Article 5: Membership

- (a) Each Contracting Party shall designate at least one official, proficient in transport matters, delegated by its National Transport Facilitation Committee, as a representative to the Subcommittee. To the extent possible, continuity in the representation shall be observed.
- (b) Representatives from the Asian Development Bank (ADB) may attend the Transport Subcommittee meetings. The Subcommittee may invite resource persons and external observers to attend its meetings, as appropriate.

Article 6: Functioning

The Subcommittee may issue its internal rules.

Article 7: Subcommittee Meetings

- (a) The Subcommittee will meet as, when, and where required according to the outstanding issues, either spontaneously or at the request of the Joint Committee, at the request of one or more Contracting Parties, or at the request of ADB.
- (b) Chair: Subcommittee meetings will chaired by the member from the country of the venue. In case the meeting is held outside the GMS, the chair will be determined by consensus. An ADB representative may co-chair the meeting.
- (c) Record of Proceedings: The secretariat shall fulfill the rapporteur function to prepare the official record of the meeting proceedings.
- (d) Working Language: The proceedings of the Subcommittee meetings shall be held in the English language. The same language is to be used for all documents produced by the Subcommittee.
- (e) Quorum and Decision Making: Attendance of all Contracting Parties is required. Any decision taken, position adopted, or opinion voiced will be by consensus.

Article 8: Subcommittee Activity in between Meetings

In between meetings, the Subcommittee will actively pursue its objectives and carry out its tasks through communications in writing or by any other means.

Article 9: Coordination/Consultation with Other Bodies

- (a) In order to exchange information and to coordinate activities, the Subcommittee shall stay in close contact with the other Subcommittees under the GMS Cross-Border Transport Facilitation Agreement and with the other relevant GMS forums or working groups referred to in the Joint Committee Terms of Reference, such as the Subregional Transport Forum and the Trade Facilitation Working Group.
- (b) The Subcommittee is entitled to consult on the technical level with relevant international organizations in transport-related matters.

Article 10: Secretariat

- (a) ADB shall serve as the secretariat of the Subcommittee. The secretariat shall coordinate and support the work of the Subcommittee in the organization and preparation of its meetings and provide assistance in other areas as mandated by the Joint Committee.
- (b) The secretariat will communicate with the Subcommittee through the focal points of the National Transport Facilitation Committees.

Article 11: Financing and Support

The cost of operating the Subcommittee shall be borne by the respective governments, with each Contracting Party arranging for the financing of the cost of its participation. However, during the initial period, ADB will provide financial assistance in coordinating and arranging the Subcommittee meetings. The initial period will be determined by ADB after consultation with the Contracting Parties.

Article 12: Reporting

The Subcommittee will refrain from making public statements on its activities, or voicing opinions or divulging decisions. It will only report and make recommendations to the Joint Committee and its governments.

Customs Subcommittee Terms of Reference

Article 1: Introduction

In accordance with the Terms of Reference of the Joint Committee for the GMS Cross-Border Transport Facilitation Agreement created under Article 29 of the Agreement (hereinafter 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 (hereinafter the “Contracting Parties”), the Joint Committee shall establish subcommittees, including one on customs.

Article 2: Status

The Customs Subcommittee shall be a standing body, but without legal personality.

Article 3: Main Objectives

The Customs Subcommittee will pursue the aims defined by the Terms of Reference of the Joint Committee, i.e.:

- (a) to ensure the orderly and effective implementation of the Agreement and its Annexes and Protocols, and
- (b) to provide a venue for addressing disputes on interpretation or application of the Agreement and its Annexes and Protocols in the particular customs-related fields of the GMS Cross-Border Transport Facilitation Agreement, i.e., Articles 4, 7, 8, 18, 27, 31, 34(c), and 35 of the Agreement and Annexes 4, 5 (the article on Customs Control), 6, 8, 12, 14, and 15 of the Agreement, and in particular with regard to (non-exhaustive list):
 - (i) the coordination, harmonization, and simplification of customs inspection procedures and formalities;
 - (ii) the coordination of the operating hours of border customs offices;
 - (iii) the coordination of single-stop procedures per country pairs;
 - (iv) the organization of advance exchange of customs clearance information data;
 - (v) the exchange of information on national customs legislation and regulation, formalities, procedures, and practices;
 - (vi) the coordination, harmonization, and simplification of customs declaration forms in use;
 - (vii) the coordination of availability of border crossing infrastructure, equipment, and personnel;
 - (viii) the standardization (upon introduction or replacement) of electronic or other means of communication and data processing equipment and software format in use with customs authorities; and
 - (ix) the drafting of bilateral Memoranda of Understanding for the single-stop customs inspection procedures (Article 5 of Annex 4).

Article 4: Tasks/Work Program

- (a) Within its field of competence, the Subcommittee will work under the guidance of the Joint Committee. In accordance with the Terms of Reference of the Joint Committee, the Subcommittee shall thus:
 - (i) discuss implementation-related issues in the field of customs clearance; and
 - (ii) make recommendations to the Joint Committee on how to solve these issues.
- (b) The Subcommittee may propose its own work program and schedule for approval to the Joint Committee. It may receive express taskings from the Joint Committee.

Article 5: Membership

- (a) Each Contracting Party shall designate at least one official, proficient in customs matters, delegated by its National Transport Facilitation Committee, as a representative to the Subcommittee. To the extent possible, continuity in the representation shall be observed.
- (b) Representatives from the Asian Development Bank (ADB) may attend the Customs Subcommittee meetings. The Subcommittee may invite resource persons and external observers to attend its meetings, as appropriate.

Article 6: Functioning

The Subcommittee may issue its internal rules.

Article 7: Subcommittee Meetings

- (a) The Subcommittee will meet as, when, and where required according to the outstanding issues, either spontaneously or at the request of the Joint Committee, at the request of one or more Contracting Parties, or at the request of ADB.
- (b) Chair: Subcommittee meetings will chaired by the member from the country of the venue. In case the meeting is held outside the GMS, the chair will be determined by consensus. An ADB representative may co-chair the meeting.
- (c) Record of Proceedings: The secretariat shall fulfill the rapporteur function to prepare the official record of the meeting proceedings.
- (d) Working Language: The proceedings of the Subcommittee meetings shall be held in the English language. The same language is to be used for all documents produced by the Subcommittee.
- (e) Quorum and Decision Making: Attendance of all Contracting Parties is required. Any decision taken, position adopted, or opinion voiced will be by consensus.

Article 8: Subcommittee Activity in between Meetings

In between meetings, the Subcommittee will actively pursue its objectives and carry out its tasks through communications in writing or by any other means.

Article 9: Coordination/Consultation with Other Bodies

In order to exchange information and to coordinate activities, the Subcommittee shall stay in close contact with the other Subcommittees under the GMS Cross-Border Transport Facilitation Agreement and with the other relevant GMS forums or working groups

referred to in the Joint Committee Terms of Reference, such as the Subregional Transport Forum, the Trade Facilitation Working Group, and the Working Group on Agriculture.

The Subcommittee is entitled to consult on the technical level with relevant international organizations in customs-related matters, e.g., the United Nations Economic and Social Commission for Asia and the Pacific (ESCAP), the United Nations Economic Commission for Europe (UNECE), the World Customs Organization (WCO), the World Trade Organization (WTO), the Association of Southeast Asian Nations (ASEAN), and the International Road Transport Union (IRU).

Article 10: Secretariat

- (a) ADB shall serve as the secretariat of the Subcommittee. The secretariat shall coordinate and support the work of the Subcommittee in the organization and preparation of its meetings and provide assistance in other areas as mandated by the Joint Committee.
- (b) The secretariat will communicate with the Subcommittee through the focal points of the National Transport Facilitation Committees.

Article 11: Financing and Support

The cost of operating the Subcommittee shall be borne by the respective governments, with each Contracting Party arranging for the financing of the cost of its participation. However, during the initial period, ADB will provide financial assistance in coordinating and arranging the Subcommittee meetings. The initial period will be determined by ADB after consultation with the Contracting Parties.

Article 12: Reporting

The Subcommittee will refrain from making public statements on its activities, or voicing opinions or divulging decisions. It will only report and make recommendations to the Joint Committee and its governments.

Health Inspection (Sanitary, Phytosanitary, and Quarantine) Subcommittee Terms of Reference

Article 1: Introduction

In accordance with the Terms of Reference of the Joint Committee for the GMS Cross-Border Transport Facilitation Agreement created under Article 29 of the Agreement (hereinafter 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 (hereinafter the "Contracting Parties"), the Joint Committee shall establish subcommittees, including one on health (sanitary, phytosanitary, and quarantine) matters.

Article 2: Status

The Health Subcommittee shall be a standing body, but without legal personality.

Article 3: Main Objectives

The Health Subcommittee will pursue the aims defined by the Terms of Reference of the Joint Committee, i.e.:

- (a) to ensure the orderly and effective implementation of the Agreement and its Annexes and Protocols, and
- (b) to provide a venue for addressing disputes on interpretation or application of the Agreement and its Annexes and Protocols in the particular health, sanitary, phytosanitary, and veterinary fields of the GMS Cross-Border Transport Facilitation Agreement, i.e., Articles 4, 6, 9, 10 (b), 27, 31, and 35 of the Agreement and Annexes 3, 4, 5 (the article on Health Inspection), and 12 of the Agreement, and in particular with regard to (non-exhaustive list):
 - (i) the organization of single-window inspection procedures;
 - (ii) the coordination of the operating hours of border crossing offices;
 - (iii) the modalities of allowing the cross-border movement of perishable goods;
 - (iv) the health inspection of people crossing borders;
 - (v) phytosanitary and veterinary inspection of goods and animals crossing borders; and
 - (vi) the exchange of information on national health-related laws and regulations, formalities, practices, and procedures.

Article 4: Tasks/Work Program

- (a) Within its field of competence, the Subcommittee will work under the guidance of the Joint Committee. In accordance with the Terms of Reference of the Joint Committee, the Subcommittee shall thus:
 - (i) discuss implementation-related issues in the field of health; and
 - (ii) make recommendations to the Joint Committee on how to solve these issues.
- (b) The Subcommittee may propose its own work program and schedule for approval to the Joint Committee. It may receive express taskings from the Joint Committee.

Article 5: Membership

- (a) Each Contracting Party shall designate at least one official, proficient in health matters, from its National Transport Facilitation Committee, as a representative to the Subcommittee. To the extent possible, continuity in the representation shall be observed.
- (b) Representatives from the Asian Development Bank (ADB) may attend the Health Subcommittee meetings. The Subcommittee may invite resource persons and external observers to attend its meetings, as appropriate.

Article 6: Functioning

The Subcommittee may issue its internal rules.

Article 7: Subcommittee Meetings

- (a) The Subcommittee will meet as, when, and where required according to the outstanding issues, either spontaneously or at the request of the Joint Committee, at the request of one or more Contracting Parties, or at the request of ADB.
- (b) Chair: Subcommittee meetings will chaired by the member from the country of the venue. In case the meeting is held outside the GMS, the chair will be determined by consensus. An ADB representative may co-chair the meeting.
- (c) Record of Proceedings: The secretariat shall fulfill the rapporteur function to prepare the official record of the meeting proceedings.
- (d) Working Language: The proceedings of the Subcommittee meetings shall be held in the English language. The same language is to be used for all documents produced by the Subcommittee.
- (e) Quorum and Decision Making: Attendance of all Contracting Parties is required. Any decision taken, position adopted, or opinion voiced will be by consensus.

Article 8: Subcommittee Activity in between Meetings

In between meetings, the Subcommittee will actively pursue its objectives and carry out its tasks through communications in writing or by any other means.

Article 9: Coordination/Consultation with Other Bodies

- (a) In order to exchange information and to coordinate activities, the Subcommittee shall stay in close contact with the other Subcommittees under the GMS Cross-Border Transport Facilitation Agreement and with the other relevant GMS forums or working groups referred to in the Joint Committee Terms of Reference, such as the Subregional Transport Forum, the Trade Facilitation Working Group, and the Working Group on Agriculture.
- (b) The Subcommittee is entitled to consult on the technical level with relevant international organizations in health-related matters, e.g., the World Health Organization (WHO), the United Nations Economic and Social Commission for Asia and the Pacific (ESCAP), the United Nations Economic Commission for Europe (UNECE), the World Trade Organization (WTO), and the Association of Southeast Asian Nations (ASEAN).

Article 10: Secretariat

- (a) ADB shall serve as the secretariat of the Subcommittee. The secretariat shall coordinate and support the work of the Subcommittee in the organization and preparation of its meetings and provide assistance in other areas as mandated by the Joint Committee.
- (b) The secretariat will communicate with the Subcommittee through the focal points of the National Transport Facilitation Committees.

Article 11: Financing and Support

The cost of operating the Subcommittee shall be borne by the respective governments, with each Contracting Party arranging for the financing of the cost of its participation. However, during the initial period, ADB will provide financial assistance in coordinating and arranging the Subcommittee meetings. The initial period will be determined by ADB after consultation with the Contracting Parties.

Article 12: Reporting

The Subcommittee will refrain from making public statements on its activities, or voicing opinions or divulging decisions. It will only report and make recommendations to the Joint Committee and its governments.

Immigration Subcommittee Terms of Reference

Article 1: Introduction

In accordance with the Terms of Reference of the Joint Committee for the GMS Cross-Border Transport Facilitation Agreement created under Article 29 of the Agreement (hereinafter 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 (hereinafter the "Contracting Parties"), the Joint Committee shall establish subcommittees, including one on immigration.

Article 2: Status

The Immigration Subcommittee shall be a standing body, but without legal personality.

Article 3: Main Objectives

The Immigration Subcommittee will pursue the aims defined by the Terms of Reference of the Joint Committee, i.e.:

- (a) to ensure the orderly and effective implementation of the Agreement and its Annexes and Protocols, and
- (b) to provide a venue for addressing disputes on interpretation or application of the Agreement and its Annexes and Protocols in the particular immigration-related fields of the GMS Cross-Border Transport Facilitation Agreement, i.e., Articles 4, 5, 6, 27, 31, and 35 of the Agreement and Annexes 4, 5 (the articles on Immigration Conditions and Visas), and 12 of the Agreement, and in particular with regard to (non-exhaustive list):
 - (i) the organization of single-window inspection procedures;
 - (ii) the coordination of the operating hours of border crossing offices;
 - (iii) conditions for passport requirements and visa issuance; and
 - (iv) exchange of information on national immigration-related laws and regulations, formalities, procedures, and practices.

Article 4: Tasks/Work Program

- (a) Within its field of competence, the Subcommittee will work under the guidance of the Joint Committee. In accordance with the Terms of Reference of the Joint Committee, the Subcommittee shall thus:
 - (i) discuss implementation-related issues in the field of immigration; and
 - (ii) make recommendations to the Joint Committee on how to solve these issues.
- (b) The Subcommittee may propose its own work program and schedule for approval to the Joint Committee. It may receive express taskings from the Joint Committee.

Article 5: Membership

- (a) Each Contracting Party shall designate at least one official, proficient in immigration matters, delegated by its National Transport Facilitation Committee, as a representative

to the Subcommittee. To the extent possible, continuity in the representation shall be observed.

- (b) Representatives from the Asian Development Bank (ADB) may attend the Immigration Subcommittee meetings. The Subcommittee may invite resource persons and external observers to attend its meetings, as appropriate.

Article 6: Functioning

The Subcommittee may issue its internal rules.

Article 7: Subcommittee Meetings

- (a) The Subcommittee will meet as, when, and where required according to the outstanding issues, either spontaneously or at the request of the Joint Committee, at the request of one or more Contracting Parties, or at the request of ADB.
- (b) Chair: Subcommittee meetings will chaired by the member from the country of the venue. In case the meeting is held outside the GMS, the chair will be determined by consensus. An ADB representative may co-chair the meeting.
- (c) Record of Proceedings: The secretariat shall fulfill the rapporteur function to prepare the official record of the meeting proceedings.
- (d) Working Language: The proceedings of the Subcommittee meetings shall be held in the English language. The same language is to be used for all documents produced by the Subcommittee.
- (e) Quorum and Decision Making: Attendance of all Contracting Parties is required. Any decision taken, position adopted, or opinion voiced will be by consensus.

Article 8: Subcommittee Activity in between Meetings

In between meetings, the Subcommittee will actively pursue its objectives and carry out its tasks through communications in writing or by any other means.

Article 9: Coordination/Consultation with Other Bodies

- (a) In order to exchange information and to coordinate activities, the Subcommittee shall stay in close contact with the other Subcommittees under the GMS Cross-Border Transport Facilitation Agreement and with the other relevant GMS forums or working groups referred to in the Joint Committee Terms of Reference, such as the Subregional Transport Forum, and the Trade Facilitation Working Group.
- (b) The Subcommittee is entitled to consult on the technical level with relevant international organizations in immigration-related matters.

Article 10: Secretariat

- (a) ADB shall serve as the secretariat of the Subcommittee. The secretariat shall coordinate and support the work of the Subcommittee in the organization and preparation of its meetings and provide assistance in other areas as mandated by the Joint Committee.
- (b) The secretariat will communicate with the Subcommittee through the focal points of the National Transport Facilitation Committees.

Article 11: Financing and Support

The cost of operating the Subcommittee shall be borne by the respective governments, with each Contracting Party arranging for the financing of the cost of its participation. However, during the initial period, ADB will provide financial assistance in coordinating and arranging the Subcommittee meetings. The initial period will be determined by ADB after consultation with the Contracting Parties.

Article 12: Reporting

The Subcommittee will refrain from making public statements on its activities, or voicing opinions or divulging decisions. It will only report and make recommendations to the Joint Committee and its governments.

C. Joint Committee Meeting Reports/Statements⁵¹

First Joint Committee Report of the Meeting

GREATER MEKONG SUBREGION CROSS-BORDER TRANSPORT FACILITATION AGREEMENT Inception Meeting of the Joint Committee Phnom Penh, Cambodia 30 April 2004

REPORT

I. Introduction

1. The Inception Meeting (the Meeting) of the Joint Committee for the Greater Mekong Subregion (GMS) Cross-Border Transport Facilitation Agreement (GMS Agreement) was held in Phnom Penh, Cambodia, on 30 April 2004. The Meeting was jointly organized by the Ministry of Public Works and Transport (MPWT) of the Kingdom of Cambodia and the Asian Development Bank (ADB).

2. The objectives of the Meeting were to (i) establish the Joint Committee and Subcommittees on transport, customs, health inspection, and immigration; (ii) declare the entry into force of the GMS Agreement; and (iii) endorse the Terms of Reference of the Joint Committee and Subcommittees. The Meeting Program is attached as Appendix 1.

3. The participants of the Meeting consisted of Vice/Deputy Ministers of the Ministries of Transport and delegations from the Kingdom of Cambodia, the People's Republic of China (PRC), the Lao People's Democratic Republic (Lao PDR), the Union of Myanmar, the Kingdom of Thailand, and the Socialist Republic of Viet Nam, and ADB staff and consultants. The list of participants is attached as Appendix 2.

4. The Meeting was chaired by H.E. Tram Iv Tek, Secretary of State (Vice Minister) of the Ministry of Public Works and Transport of the Kingdom of Cambodia. Mr. Paul V. Turner, Director, Operations Coordination (GMS) Division, Mekong Department, ADB, co-chaired the Meeting.

II. Inaugural Session

5. His Excellency Mr. Cham Prasidh, Minister of Commerce and GMS Minister for Cambodia, welcomed the participants of the Meeting. He recalled the GMS Summit vision of a "prosperous, dynamic, and equitable subregion free of poverty and committed to protecting the environment that is vital to the subregion's well being." He echoed the milestones agreed by the 12th GMS Ministerial Meeting in Dali in September 2003, which included the completion of major transport corridors linking the subregion, and the full implementation of the GMS Cross-Border Transport Facilitation Agreement, including single-stop, single-window inspection procedures. He highlighted that all six GMS countries have signed the Agreement, and have committed to finalize the Agreement, and

⁵¹ Editor's Note: Appendixes are not included in this section.

its annexes and protocols by 2005. His Excellency Mr. Cham Prasidh cited the important role of the Joint Committee and its subcommittees in ensuring the orderly and effective implementation of the Agreement and its annexes and protocols, and the pivotal role of ADB, which will serve as the secretariat to the Joint Committee and its subcommittees. He concluded his statement by formally opening the Inception Meeting of the Joint Committee.

6. In his statement, Mr. Shyam Bajpai, Country Director, ADB Resident Mission in Cambodia, underscored the importance of cross-border transport facilitation in supporting the three strategic objectives of the GMS Program of enhanced connectivity, increased competitiveness, and a greater sense of community. He congratulated the GMS countries for the significant progress they made in facilitating cross-border transport, including ratifying the Agreement and finalizing annexes and protocols in Stage 1. Mr. Bajpai expressed the need to sustain and accelerate further the momentum in moving toward the full implementation of the Agreement, and enjoined the Joint Committee members to be “champions” of cross-border transport facilitation in the GMS countries. He expressed the hope that the Joint Committee will assist in achieving the following milestones: (i) finalization of all the remaining annexes and protocols by 2005, (ii) ratification of all annexes and protocols by 2006, and (iii) full implementation of the Agreement and its annexes and protocols by 2007.

7. The statements of H.E. Mr. Cham Prasidh and Mr. Shyam Bajpai are attached as Appendix 3.

III. Statements of the Vice/Deputy Ministers of Transport of the GMS Countries

8. Statements were delivered by the following Vice/Deputy Ministers of Transport of the GMS countries: H.E. Tram Iv Tek, Cambodia; H.E. Hu Xijie, PRC; H.E. Sommad Pholsena, Lao PDR; H.E. Thura U Thaung Lwin, Myanmar; H.E. Nikorn Chamnong, Thailand; and H.E. Pham The Minh, Viet Nam. The Vice/Deputy Ministers highlighted the importance of the GMS Cross-Border Agreement in the promotion of subregional economic cooperation, in general, and, in particular, in maximizing the benefits of subregional transport infrastructure that are being put in place throughout the Mekong subregion. They expressed strong support to the finalization and implementation of the Agreement and its annexes and protocols, underscoring their desire to have all the annexes and protocols finalized and signed by 2005 as mandated by the GMS Ministers. The Vice/Deputy Ministers emphasized the important role of the Joint Committee and its subcommittees in promoting and accelerating the process of cross-border transport facilitation in the GMS.

9. The statements of the Vice/Deputy Ministers of Transport of the GMS countries are attached as Appendix 4.

IV. Establishment of Institutional Arrangements for the GMS Cross-Border Transport Facilitation Agreement

10. H.E. Tram Iv Tek, Secretary of State (Vice Minister), MPWT, and Chairperson of the Meeting declared the entry into force of the GMS Cross-Border Transport Facilitation Agreement on behalf of the Joint Committee. The entry into force of the Agreement became effective following its ratification by the six GMS countries, which was completed in December 2003.

11. With the Cross-Border Transport Facilitation Agreement entered into force, in accordance with Part VIII of the Agreement, an institutional framework for the Agreement is to be established. The National Transport Facilitation Committees (NTFCs) have already been put in place in the six GMS countries, in accordance with Article 28 of the Agreement. In accordance with Article 29 of the Agreement, a Joint Committee consisting of the heads of the NTFCs is to be established. For this purpose, the NTFC officials of the GMS countries, with the assistance of ADB, have formulated the terms of reference of the Joint Committee. In addition, the NTFC officials have also agreed to establish subcommittees in transport, customs, health inspection, and immigration. The Meeting agreed to the suggestion of Cambodia to modify Article 5 of the Terms of Reference of the Joint Committee as follows, "The Joint Committee will be composed of Chairpersons of the six National Transport Facilitation Committees..." The Meeting endorsed the terms of reference of the Joint Committee and its subcommittees, as amended, which are attached as Appendix 5.

V. Other Matters

12. The Meeting noted the recent signing of the Inter-Governmental Agreement on the Asian Highway Network Project (Asian Highway Agreement), and the important role and contribution of the GMS cooperation in transport and transport facilitation to the realization of the Asian Highway Agreement.

13. The Meeting requested the PRC, and the PRC agreed, to host the Second Meeting of the Joint Committee in 2005.

VI. Adoption of Summary of Proceedings

14. The Report of the Meeting was adopted *ad referendum*.

VII. Acknowledgments

15. The GMS countries and the ADB expressed their sincere thanks and appreciation to the Royal Government of Cambodia, in particular, the Ministry of Public Works and Transport, for the warm hospitality and excellent arrangements provided to the Inception Meeting of the Joint Committee of the GMS Cross-Border Transport Facilitation Agreement.

Second Joint Committee Statement



Greater Mekong Subregion Statement of the Second Meeting of the Joint Committee for the Cross-Border Transport Facilitation Agreement

Preamble

We, the members of the Joint Committee for 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 the Cross-Border Transport of Goods and People*, (referred to as "the Agreement"), met in Beijing, the People's Republic of China, for the Second Meeting of the Joint Committee on 20 March 2007. We were pleased to be joined in our discussions by the Director General of the Southeast Asia Regional Department of the Asian Development Bank ("ADB").

At our inception meeting in Phnom Penh on 30 April 2004, we agreed on our terms of reference and established our sub-committees for transport, customs, health inspection (sanitary/ phytosanitary and quarantine), and immigration, which serve as the institutional mechanisms for implementing the Agreement, and promoting effective and sustainable measures to facilitate transport and trade in the Greater Mekong Subregion. We also formally declared the entry into force of the Agreement and resolved to expeditiously finalize all annexes and protocols to the Agreement.

With the growing importance of global and regional trade in accelerating economic growth and reducing poverty, we are committed to promote and accelerate measures to facilitate transport and trade between and among our countries through the full and effective implementation of the Agreement. With the anticipated completion of key sections of transport corridors linking our countries in the next few years, the implementation of the Agreement will be crucial in transforming these corridors into economic corridors.

Achievements and Challenges

We are greatly encouraged by the appreciation expressed by our Leaders during the Second GMS Summit held in Kunming, the People's Republic of China, on 4–5 July 2005, on, among other things, the considerable progress in negotiating the annexes and protocols to the Agreement and the commencement of its implementation.

With the dedicated efforts of our National Transport Facilitation Committees ("NTFCs"), and abiding by our Leaders' instructions "to complete the negotiations of the remaining

annexes and protocols by the end of 2005 and to move with speed and purpose to implement the Agreement at an increasing number of border crossings," we were pleased that all the annexes and protocols to the Agreement have now been finalized and signed, and that the initial implementation commenced on 30 June 2005 at the Dansavanh–Lao Bao border crossing points between the Lao People's Democratic Republic and the Socialist Republic of Viet Nam. We expect the commencement of the Agreement's initial implementation at Mukdahan-Savannakhet and Hekou-Lao Cai by December 2007.

We are grateful for the continued support from the ADB. ADB has been instrumental in facilitating the negotiations, assisting in addressing difficult issues, and providing technical expertise, all of which have significantly contributed to the early finalization of the annexes and protocols, and successful commencement of the Agreement's initial implementation.

Although significant progress has been made, much more remains to be done to remove nonphysical barriers to the cross-border movement of goods and people in the Subregion. We are committed to working towards the expeditious completion of our respective domestic legal procedures (i.e., ratification and/or acceptance) necessary for the entry into force of the annexes and protocols to Agreement, which contain the details to implement transport and trade facilitation measures. We recognize that this will require a concerted effort among relevant ministries and agencies in our respective countries.

Another key challenge is the need to develop the necessary capacities. The effective implementation of the Agreement and its annexes and protocols will require further capacity building at the central, local and border levels. In line with international best practices and anticipated expansion in cross-border traffic, we envisage the need to establish modern border management systems, including the provision of appropriate information and communications technology.

The Joint Committee Action Plan

Consistent with the GMS tradition, we shall build on our achievements, and, strengthened by the groundswell of goodwill among our countries, we will strive to accelerate our efforts to assist in jointly addressing the key challenges to, and lay the groundwork for, the full and effective implementation of the Agreement. In light of these challenges and our collective spirit to move with speed and purpose, we shall endeavor to carry out the following Action Plan:

- By end of 2007, formulation of comprehensive and well-coordinated national action plans for the implementation of the Agreement and its annexes and protocols.
- By the Third GMS Summit in 2008, ratification or acceptance of all the annexes and protocols to the Agreement, and commencement of implementation of the national action plans.
- By end of 2008, commencement of the initial implementation of the Agreement in at least seven key border crossing points and their associated routes and corridors.
- By end of 2010, commencement of full implementation of the Agreement and its annexes and protocols, along priority GMS corridors.

- By end of 2010, formulation of sustainable subregional institutional coordination arrangements to monitor and oversee the full implementation of the Agreement and its annexes and protocols.

We strongly encourage key officials of relevant ministries and agencies concerned to mainstream the relevant provisions of the Agreement into their operations. We instruct our senior NTFC officials to monitor the Action Plan, and bring to our immediate attention any issues that may arise in the course of its implementation.

We request ADB to continue providing much needed technical support and overall coordination arrangements necessary to ensure the realization of the CBTA Action Plan. We also request ADB to assist in mobilizing support to this end from other development partners.

We believe that the effective and sustainable implementation of the Agreement provides a strong foundation for the GMS pillars of enhancing connectivity, improving competitiveness, and building a greater sense of community. Through this, we will contribute to our shared goal of a prosperous, integrated, and harmonious Greater Mekong Subregion.

We express our appreciation and gratitude to the Government of the People's Republic of China for the warm hospitality and excellent arrangements made for the Second Meeting of the Joint Committee.

Endorsement

This Statement of the Second Meeting of the Joint Committee for the Cross-Border Transport Facilitation Agreement was endorsed at Beijing on 20 March 2007 by members of the Joint Committee, namely:

His Excellency Tram Iv Tek, Secretary of State, Ministry of Public Works and Transport, Royal Government of Cambodia;

His Excellency Weng Mengyong, Vice Minister of Communications, Government of the People's Republic of China;

His Excellency Sommad Pholsena, Minister of Communication, Transport, Post and Construction, Government of the Lao People's Democratic Republic;

His Excellency Thura Thaug Lwin, Deputy Minister of Rail Transportation, Government of the Union of Myanmar;

His Excellency Sansern Wongcha-um, Deputy Minister of Transport, Government of the Kingdom of Thailand; and

His Excellency Tran Doan Tho, Vice Minister of Transport, Government of the Socialist Republic of Viet Nam.

Third Joint Committee Statement



Greater Mekong Subregion Statement of the Third Meeting of the Joint Committee for the Cross-Border Transport Facilitation Agreement

Preamble

We, the members of the Joint Committee for 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 the Cross-Border Transport of Goods and People* (referred to as the "CBTA"), met in Vientiane, Lao People's Democratic Republic (Lao PDR), for the Third Meeting of the Joint Committee on 17 June 2010. We were pleased to be joined in our discussions by ADB.

With the growing importance of regional trade in accelerating economic growth and reducing poverty, we are committed to promoting and accelerating measures to facilitate transport and trade between and among our countries through the full and effective implementation of the CBTA. With the completion of key sections of transport corridors linking our countries, improved transport and trade facilitation will be key to transforming these corridors into economic corridors.

Status of CBTA Implementation

We are greatly encouraged by the progress achieved since our last meeting in March 2007, including: (i) finalization and signing of remaining CBTA annexes and protocols by all GMS countries, and ratification of the annexes and protocols by most GMS countries; (ii) initial implementation of the CBTA at various border crossing points⁵²; (iii) agreement on additional border crossings for CBTA implementation, between the PRC and Lao PDR along the North-South Corridor, and between Cambodia and Viet Nam along the Southern Economic Corridor (SEC); (iv) agreement on a harmonized customs transit and temporary admission system (CTS) and a public-private partnership for implementation of the CTS, including establishment of guaranteeing organizations and agreement on a guarantee network; (v) agreement on a GMS road transport permit; and (vi) commencement of operations along the East-West Economic Corridor (EWEC), under the GMS road permit

⁵² Dansavanh (Lao PDR)-Lao Bao (Viet Nam), Mukdahan (Thailand)-Savannakhet (Lao PDR), Hekou (PRC)-Lao Cai (Viet Nam).

system and the CTS, including establishment of a CBTA Fast Track⁵³ at the border checkpoints.

Recognizing the complexity and challenges inherent in strengthening of the transport and trade facilitation environment, we noted more progress would have been desirable in developing national action plans for the implementation of the Agreement and in further achieving targets such as ratification or acceptance of all the annexes and protocols to the Agreement, and commencement of full implementation of the Agreement along priority GMS corridors. Faced with these challenges at the CBTA level, the countries have been seeking to take forward bilateral and trilateral agreements as key building blocks for the CBTA.

Furthermore, we discussed and agreed on a comprehensive Action Plan for Transport and Trade Facilitation in the GMS. In this context, we welcomed the proposed technical assistance to be mobilized by ADB in 2010 for facilitating implementation of this program.

The Joint Committee Action Plan

To address the challenges of accelerating CBTA implementation, we shall endeavor to carry out the following actions.

Ratification

- (i) Ratification of annexes/protocols related to transport and customs (Myanmar and Thailand) at an appropriate time

Traffic Rights

- (ii) Comprehensive review and analysis of all bilateral and trilateral exchanges of traffic rights and related MOUs to be undertaken
- (iii) Encourage early adoption and/or further implementation of bilateral traffic rights agreements/arrangements, e.g., between the PRC and Viet Nam, and between the PRC and Myanmar
- (iv) Encourage trilateral agreements/arrangements (a) among the PRC, Lao PDR, and Thailand, and (b) among Cambodia, Lao PDR, and Viet Nam
- (v) Seek expansion of the East-West Economic Corridor (EWEC) to connect additional origins/destinations

Customs Transit

- (vi) Undertake analysis of the CTS and present for high-level consultations among Lao PDR, Thailand, and Viet Nam officials
- (vii) Customs from EWEC countries to prepare detailed Action Plan for effective implementation of the CTS
- (viii) Prepare and document implementation details pertaining to MOUs signed between national Customs agencies and the national transit guarantors selected (Board of Trade of Thailand, Lao International Freight Forwarder Association, Viet Nam Automobile Transport Association)

⁵³ By which drivers holding CBTA documents are accorded the privilege of crossing borders with minimum inspection by authorities.

- (ix) Disseminate the CTS among Customs officers and private sector officials
- (x) Identify measures required to extend the CTS to other corridors
- (xi) Apply the CTS to other corridors, e.g., the North-South Economic Corridor, the Southern Economic Corridor, the Southern Coastal Corridor, and the Central Economic Corridor

Border Procedures

- (xii) Undertake mapping of all processes that involve border control agencies to enable streamlined single-window inspections to take place along the EWEC and propose process improvements that include time-saving data and information exchange
- (xiii) Apply the processes of coordination of border control agencies and streamlined single window inspection to other corridors
- (xiv) Identify legal, regulatory framework and capacity building requirements for the implementation of the proposed process improvements and solutions to be operational
- (xv) Provide training to border staff at the single window inspection sites
- (xvi) Strengthen SPS regimes in GMS countries

We instruct our senior National Transport Facilitation Committee (NTFC) officials, through annual subcommittee meetings held in a flexible manner, to monitor implementation of these actions and even more importantly the outcomes of these actions in terms of reduced time and costs for transport and trade along corridors implementing the CBTA, and to bring to our immediate attention any issues that may arise in the course of implementation.

We are grateful for the continued support from ADB, which was instrumental in facilitating the finalization of the CBTA and its annexes and protocols, and more recently in its implementation. We welcome the new Action Plan for Transport and Trade Facilitation in the GMS, and request ADB to assist in continuing to mobilize support for enhanced GMS cooperation for transport and trade facilitation from other development partners.

We believe that the effective and sustainable strengthening of transport and trade facilitation through implementation of the CBTA provides a strong foundation for the GMS pillars of enhancing connectivity, improving competitiveness, and building a greater sense of community. Through this endeavor, we will contribute to our shared goal of a prosperous, integrated, and harmonious Greater Mekong Subregion.

We express our appreciation and gratitude to the Government of the Lao People's Democratic Republic for their warm hospitality and excellent arrangements made for the Third Meeting of the Joint Committee.

Endorsement

This Statement of the Third Meeting of the Joint Committee for the Cross-Border Transport Facilitation Agreement was endorsed at Vientiane on 17 June 2010 by members of the Joint Committee, namely:

His Excellency Ros Seilava, Deputy Secretary General, Ministry of Economy and Finance, Royal Government of Cambodia;

His Excellency Gao Hongfeng, Vice Minister, Ministry of Transport, Government of the People's Republic of China;

His Excellency Sommad Pholsena, Minister, Ministry of Public Works and Transport, Government of the Lao People's Democratic Republic;

His Excellency Thura U Thaung Lwin, Deputy Minister, Ministry of Rail Transportation, Government of the Union of Myanmar;

His Excellency Sophon Zaram, Minister, Ministry of Transport, Government of the Kingdom of Thailand; and

His Excellency Le Manh Hung, Vice Minister, Ministry of Transport, Government of the Socialist Republic of Viet Nam.

V. Implementation Status of the Cross-Border Transport Facilitation Agreement⁵⁴

I. Introduction

Although implementation of an agreement such as the Cross-Border Transport Facilitation Agreement (CBTA) is properly viewed as a long process—significant progress in Western Europe took decades—the Greater Mekong Subregion (GMS) has made great strides in just a few short years. The discussion below sets out the progress of the CBTA in three distinct stages, as follows: (i) initial manifestations of progress (2003–2007), (ii) significant progress achieved (2007–2011), and (iii) the way forward.

II. Initial Manifestations of Progress (2003–2007)

The initial manifestations of progress with CBTA implementation included the following:

- **Entry into Force of the CBTA.** The CBTA legally entered into force in December 2003, following its ratification by all six GMS countries.
- **Establishment of NTFCs.** Around this time, the countries put in place National Transport Facilitation Committees (NTFCs),⁵⁵ in accordance with Article 28 of the CBTA on a regular basis.
- **Completion of Three-Stage Negotiations.** To facilitate the reaching of consensus, the annexes and protocols were negotiated in stages from February 2003 to November 2005, as indicated in Part III of this book, which provides the rationale for the staging and presents the negotiation minutes.
- **Establishment of Joint Committee and Subcommittees.** In accordance with Article 29 of the CBTA, a Joint Committee consisting of the heads of the NTFCs was established, with four subcommittees (Transport, Customs, Health, and Immigration), at the Inception Meeting of the Joint Committee in April 2004. The terms of reference specifying the operational details of the Joint Committee and its subcommittees were presented in Parts IV. A. and B. of this document, while the meeting reports/statements of the Joint Committee (2004–2010) were presented in Part IV. C.
- **Signing of All 20 Annexes and Protocols.** Negotiation of the annexes and protocols were completed with their signing as follows: Annexes 2, 4, 7, 11, 12,

⁵⁴ This part is based substantially on an assessment of the status of CBTA implementation circulated at the Third Meeting of the Joint Committee held in Vientiane, Lao PDR, in June 2010.

⁵⁵ Consistent with Article 28 of the CBTA, the NTFCs are chaired by a Minister or Vice Minister or equivalent.

13a, and 15, along with Protocol 1 were signed in April 2004 on the occasion of the Inception Meeting of the Joint Committee; Annexes 1, 9, 13b, and 16 were signed in December 2004 on the occasion of the 13th GMS Ministerial Conference in Vientiane, Lao PDR; Annexes 3, 5, and 10 along with Protocol 2 were signed in July 2005 on the occasion of the Second GMS Summit in Kunming, PRC; and Annexes 6, 8, and 14 along with Protocol 3 were signed in March 2007 on the occasion of the Second Joint Committee Meeting in Beijing, PRC.

- **Negotiation of IICBTA.** In August 2004 the countries agreed to undertake initial implementation of the CBTA (IICBTA), on a pilot basis, at key border crossing points, with the aim of accelerating the implementation by allowing the early identification of key issues and the early realization of benefits from improved transport facilitation. Time-bound memoranda of understanding (MOUs) were negotiated for Dansavanh (LAO)–Lao Bao (VN), signed in March 2005; Savannakhet (LAO)–Mukdahan (T) in July 2006; and Hekou (PRC)–Lao Cai (VN) in March 2007.⁵⁶ Thus, even while the most difficult annexes and protocols were being negotiated, implementation commenced focusing on the self-executing CBTA articles as well as annexes and protocols that had been finalized or were about to be finalized.
- **Commencement of IICBTA.** Six border crossing points (three pairs) have started implementing IICBTA: Lao Bao (VN)–Dansavanh (LAO) in 2005 under the Single-Stop Inspection modality,⁵⁷ while Mukdahan (T)–Savannakhet (LAO) in 2006, and Hekou (PRC)–Lao Cai (VN) in 2007 under the Single-Window Inspection modality.⁵⁸ A CBTA operations manual for each border was prepared for border officials and relevant provincial and central government agencies.
- **Preparation of an Action Plan.** The Second Meeting of the Joint Committee in March 2007 prepared an action plan to lay the groundwork for full and effective implementation of the CBTA. Among other things, it called for ratification or acceptance of all CBTA annexes and protocols, and commencement of implementation of national action plans, with sustainable subregional institutional coordination arrangements.

III. Significant Progress Achieved (2007–2011)

Pursuant to the action plan prepared by the Second Meeting of the Joint Committee in March 2007, a number of initiatives were undertaken and significant progress achieved:

⁵⁶ An MOU was also negotiated for Bavet (Cambodia)–Moc Bai (Viet Nam) in March 2006, but less progress has been achieved at this border crossing pair compared with those mentioned in the text. At one border crossing, Poipet (Cambodia)–Aranyaprathet (Thailand), constraints including bilateral political issues and a longstanding border demarcation question has substantially delayed progress.

⁵⁷ Single-stop inspection is defined by Article 4(b) of the CBTA as “[t]he officials of the country pairs shall assist one another to the extent possible in the performance of their duties. The two adjacent national authorities will carry out their inspections jointly and simultaneously. Where the local configuration does not allow the installation of physically adjacent back-to-back frontier control posts, the control officials from one Contracting Party shall be allowed to perform their duties on the territory of the other Contracting Party.”

⁵⁸ Single-window inspection is defined in Article 4(a) of the CBTA as “[t]he different inspections and controls of People (passport/visa, driving license, foreign exchange, customs, health/epidemiological), Vehicles (registration, roadworthiness, insurance), and goods (customs, quality, phytosanitary/plant protection, veterinary) shall be carried out jointly and simultaneously by the respective Competent Authorities involved (e.g., customs, police, immigration, trade, agriculture, health department).”

- **Ratification.** Cambodia (2008), PRC (2008), Lao PDR (2007), and Viet Nam (2009) ratified/accepted all CBTA annexes and protocols. As of November 2010, Thailand had ratified 14 annexes and protocols.⁵⁹ Myanmar has submitted Annexes 4, 6, 8, 12, 14, and 15 to its Cabinet, and a draft law related to annexes 13a and 13b to its Attorney General's office.
- **Regular NTFC Meetings.** In accordance with Article 28 of the CBTA, the NTFCs (housed in transport ministries) in each GMS country met regularly to discuss matters related to CBTA implementation.
- **Establishment of "Fast Track" Lanes along the EWEC.** Along the East–West Economic Corridor (EWEC), a tripartite agreement on IICBTA was signed in August 2007 by Lao PDR, Thailand, and Viet Nam, covering the Mukdahan (T), Savannakhet (LAO), Dansavanh (LAO), and Lao Bao (VN) border crossing points. Information and communication technology (ICT) equipment was procured to facilitate the operations of border authorities (2008) and "fast track" lanes were established (2009), by which truck drivers holding CBTA documents are accorded the privilege of crossing borders with minimum inspection by authorities. The Lao PDR declared that they would not levy charges on transit goods (2007).
- **Inclusion of Additional Border Crossings in the CBTA.** The PRC and Viet Nam agreed to include the border crossing at Youyiguan (PRC)–Huu Nghi (VN), linking Kunming–Baise–Nanning–Youyiguan (PRC) and Huu Nghi–Ha Noi (VN), in the scope of the CBTA (2008). An MOU to include the Xa Xia–Ha Tien–Kien Luong–Rach Gia–Ca Mau–Nam Can route with border crossing points at Prek Chak/Lork in Cambodia and Xa Xia in Viet Nam in Protocol 1 of the CBTA was signed on 12 February 2007.
- **Negotiation and Signing of an Implementation MOU.** The PRC and Lao PDR negotiated and signed an MOU to proceed with CBTA implementation at Mohan (PRC)–Boten (LAO), along the North–South Economic Corridor (NSEC) (2009).
- **Establishment and Piloting of GMS Road Transport Permit System along the EWEC.** On the subject of traffic rights—one of the key issues identified by the Second Meeting of the Joint Committee—agreement was reached on a GMS road transport permit, including printing and circulation to the countries (2008–2009). There was an exchange of traffic rights along the EWEC, with Lao PDR, Thailand, and Viet Nam exchanging up to 400 permits for commercial trucks (2009). Also, operations commenced along the EWEC, with commercial trucks from Thailand and Viet Nam able, for the first time, to efficiently pick up and deliver goods in each other's territory along the EWEC, under the GMS road transport (and customs guarantee) system (11 June 2009).
- **Establishing CTS.** Regarding the Customs Transit and Temporary Admission System (CTS)—another of the key issues identified by the Second Meeting of the Joint Committee—the legal framework was established (2007–2009). An agreement on harmonized CTS documents and cooperation with the Association of Southeast Asian Nations (ASEAN) was reached (2007) and the GMS countries negotiated and agreed on the format of the harmonized CTS documents (2008). Joint ADB–UNESCAP studies were completed on charges on transit traffic and the pricing of customs documents (2007–2008).

⁵⁹ Remaining annexes to be ratified by Thailand include(d) 1, 4, 6, 8, 10, and 14.

- **Piloting of CTS along the EWEC.** An MOU was signed establishing a public–private partnership for implementation of the CTS (2008–2009). Issuing and guaranteeing organizations for the CTS were identified in each country and agreement reached on a guarantee network (2008), with confirmation of issuing and guaranteeing organizations by Lao PDR (Lao International Freight Forwarder Association, LIFFA), Thailand (Board of Trade of Thailand, BOT), and Viet Nam (Viet Nam Automobile Association, VATA). Harmonized CTS documents were circulated (2009). A pilot operation along the EWEC was commenced, under the GMS customs guarantee (and road transport) system (11 June 2009).
- **Negotiation of NSEC Tripartite Agreement.** The Lao PDR, PRC, and Thailand reached agreement in principle, and agreed on the draft tripartite MOU to implement the CBTA along the North–South Economic Corridor (August 2010). A task force was established to finalize the agreement and the implementation arrangements.
- **Development of Sustainable Institutions.** Significant progress was achieved in formulating sustainable subregional institutional coordination arrangements to monitor and oversee full implementation of the CBTA and its annexes and protocols. Work plans for CBTA implementation were finalized by the four Joint Committee subcommittees (2007). A transport and trade facilitation initiative was launched at the Second Corridors Forum, with clusters on CBTA implementation and border management established (2007). CBTA targets and resources were prepared, for the period from 2009 to 2014 (2008). Preliminary scorecard systems for monitoring CBTA implementation were developed (2008). The CAM NTFC was restructured (2010) and all NTFCs were strengthened (2007–2011).
- **Agreement to Extend the EWEC Route to Link GMS Capitals and Deep-Sea Ports.** The Lao PDR, Thailand, and Viet Nam finalized a draft Addendum to their Tripartite MOU (9 June 2011) to extend traffic rights under the EWEC to related corridors including routes to Bangkok, Vientiane, Ha Noi, and deep sea ports in Laem Chabang and Hai Phong. These routes are defined as: (i) Laem Chabang–Bangkok–Khon Kaen–Udon Thani–Nong Khai (T)–Thanaleng–Vientiane (LAO); and (ii) Laem Chabang–Bangkok–Khon Kaen–Kalasin–Mukdahan (T)–Savannakhet–Dansavanh (LAO)–Lao Bao–Cam Lo–Khe Giat–Thanh Khe–Xuan Mai–Hoa Lac–Ha Noi–Haiphong (V). The draft addendum is now ready for signing by the countries.

IV. The Way Forward

The complexities inherent in strengthening the transport and trade facilitation environment notwithstanding, further progress is expected going forward, as was called for by the Third Meeting of the Joint Committee in June 2010:

Ratification

- Ratification of annexes/protocols related to transport and customs (Myanmar and Thailand)

Traffic Rights

- Comprehensive review and analysis of all bilateral and trilateral exchanges of traffic rights and related MOUs to be undertaken

- Early adoption and/or further implementation of bilateral traffic rights agreements/arrangements, e.g., between the PRC and Viet Nam, and between the PRC and Myanmar
- Trilateral agreements/arrangements (i) among the PRC, Lao PDR, and Thailand and (ii) among Cambodia, Lao PDR, and Viet Nam
- Expansion of the EWEC to connect additional origins/destinations

Customs Transit

- Preparation of a detailed action plan for effective implementation of the CTS by the customs authorities of the EWEC countries
- Documentation of implementation details pertaining to MOUs signed between national customs authorities and the national transit guarantors selected
- Dissemination of the CTS among customs officers and private sector officials
- Identification of measures required to extend the CTS to other corridors
- Application of the CTS to other corridors, e.g., the North–South Economic Corridor, the Southern Economic Corridor, the Southern Coastal Corridor, and the Central Economic Corridor

Border Procedures

- “Mapping” of all processes that involve border control agencies to enable streamlined single-window inspections to take place along the EWEC and to propose process improvements that include time-saving data and information exchange
- Application of the processes of coordination of border control agencies and streamlined single-window inspection to other corridors
- Identification of legal, regulatory, and capacity building requirements for the implementation of the proposed process improvements and solutions to be operational
- Training for border staff at the single-window inspection sites
- Strengthening of SPS regimes

Senior NTFC officials, through annual subcommittee meetings held in a flexible manner, are to monitor implementation of these actions and even more importantly their outcomes in terms of reduced time and costs for transport and trade along corridors implementing the CBTA. Effective, sustainable strengthening of transport and trade facilitation through implementation of the CBTA is expected provide a strong foundation for the GMS pillars of enhancing connectivity, improving competitiveness, and building a greater sense of community, and through this endeavor, a prosperous, integrated, and harmonious Greater Mekong Subregion.

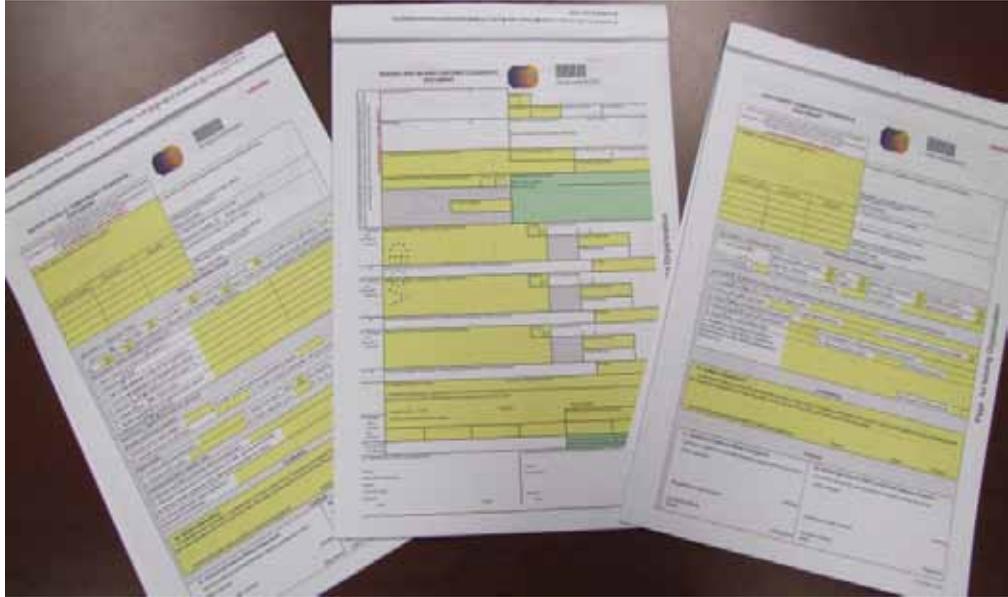
Photographs of Cross-Border Transport Facilitation Agreement Operations at the GMS Borders



CBTA Fast Track Lane at the Mukdahan Border in Thailand.



Customs Clearance Procedures are “fast-tracked” through the Thai e-Customs system at the Mukdahan border in Thailand.



GMS Customs Transit System (CTS) forms for goods, vehicles, and containers, with English, Lao, Thai, and Vietnamese instructions.



CBTA Fast Track Lane at the Savannakhet border in the Lao PDR.



Transport Operators at the Savannakhet border in the Lao PDR.



Officials with this ID card are authorized to cross the Dansavanh border (Lao PDR) and Lao Bao border (Viet Nam) to perform CBTA Single-Stop Inspection duties.



Lao PDR and Viet Nam Customs officials conducting joint inspection of cargo trucks under the CBTA Single-Stop Inspection modality at the Lao Bao border in Viet Nam.



Lao Bao border in Viet Nam.



Hekou border in PRC.



Lao Cai border in Viet Nam.



Bridge linking the Hekou (PRC)–Lao Cai (Viet Nam) border crossing.



CBTA Operations Manual in English, Lao, and Vietnamese.



Border officials at Dasavahn (Lao PDR) studying the CBTA Operations Manual.

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Greater Mekong Subregion Cross-Border Transport Facilitation Agreement Instruments and Drafting History

The Greater Mekong Subregion Cross-Border Transport Facilitation Agreement (GMS CBTA) Instruments and Drafting History is a compendium of agreements, instruments of accessions, and memoranda of understanding forged between the GMS countries and compiles in one publication all the documents that form the CBTA instrument. It reflects previous policy dialogues, including outcomes of negotiations between various government agencies from the GMS countries since the inception of the CBTA. This publication aims to strengthen stakeholders' understanding of the technical aspects of the CBTA as well as to draw attention to the crucial issues on transport and trade facilitation.

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