

## 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**

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

**For the Government of the People's Republic of China**

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(Signed) His Excellency Liao Xiaojun  
Vice Minister of Finance

**For the Government of the Lao People's Democratic Republic**

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

**For the Government of the Union of Myanmar**

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

**For the Government of the Kingdom of Thailand**

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(Signed) His Excellency Nikorn Chamnong  
Deputy Minister of Transport

**For the Government of the Socialist Republic of Viet Nam**

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(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**

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(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**

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(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**

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(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”)**

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**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**

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(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](http://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**

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

**For the Government of the People's Republic of China**

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(Signed) His Excellency Zhang Chunxian  
Minister of Communications

**For the Government of the Lao People's Democratic Republic**

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

**For the Government of the Union of Myanmar**

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(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,

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**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**

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(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**

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(Signed) His Excellency Weng Mengyong  
Vice Minister of Communications

**For the Government of the Lao People's Democratic Republic**

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

**For the Government of the Union of Myanmar**

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

**For the Government of the Kingdom of Thailand**

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

**For the Government of the Socialist Republic of Viet Nam**

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(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](http://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**

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(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**

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(Signed) His Excellency Hu Xijie  
Vice Minister of Communications

**For the Government of the Lao People's Democratic Republic**

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

**For the Government of the Union of Myanmar**

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

**For the Government of the Kingdom of Thailand**

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(Signed) His Excellency Nikorn Chamnong  
Deputy Minister of Transport

**For the Government of the Socialist Republic of Viet Nam**

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(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](http://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.

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**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**

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(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**

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(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**

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(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**

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

**For the Government of the People's Republic of China**

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(Signed) His Excellency Zhang Chunxian  
Minister of Communications

**For the Government of the Lao People's Democratic Republic**

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(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**

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(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 <sup>3</sup>			
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**

<b>Design speed (km/h)</b>	40	50	60	70	80	90	100	110	120
<b>Side friction factor</b>	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**

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(Signed) His Excellency Hu Xijie  
Vice Minister of Communications

**For the Government of the Lao People's Democratic Republic**

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

**For the Government of the Union of Myanmar**

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

**For the Government of the Kingdom of Thailand**

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(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**

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(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**

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(Signed) His Excellency Hu Xijie  
Vice Minister of Communications

**For the Government of the Lao People's Democratic Republic**

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

**For the Government of the Union of Myanmar**

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

**For the Government of the Kingdom of Thailand**

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(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**

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

**For the Government of the People's Republic of China**

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(Signed) His Excellency Liao Xiaojun  
Vice Minister of Finance

**For the Government of the Lao People's Democratic Republic**

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

**For the Government of the Union of Myanmar**

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

**For the Government of the Kingdom of Thailand**

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(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](http://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](http://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**

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

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

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

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

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

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

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

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

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

**HAVE AGREED AS FOLLOWS:**

### **Article 1: Corridors, Routes, and Border Crossings**

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

### **Article 2: Opening of Additional Border Crossings and Routes**

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

### **Article 3: Amendment**

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

### **Article 4: Ratification or Acceptance**

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

### **Article 5: Entry into Force**

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

### **Article 6: Conforming National Law**

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

### **Article 7: Reservations**

No reservation to the Protocol shall be permitted.

### **Article 8: Suspension of the Protocol**

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

### **Article 9: Relationship with the Agreement**

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

### **Article 10: Relationship of the Attachments to the Protocol**

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

**Article 11: Dispute Settlement**

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

**Article 12: Denunciation**

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

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

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

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

Signed:

**For the Royal Government of Cambodia**

---

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

**For the Government of the People's Republic of China**

---

(Signed) His Excellency Hu Xijie  
Vice Minister of Communications

**For the Government of the Lao People's Democratic Republic**

---

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

**For the Government of the Union of Myanmar**

---

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

**For the Government of the Kingdom of Thailand**

---

(Signed) His Excellency Nikorn Chamnong  
Deputy Minister of Transport

**For the Government of the Socialist Republic of Viet Nam**

---

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

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

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



### **Editor's Note:**

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

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

## **Protocol 2: Charges Concerning Transit Traffic**

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

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

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

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

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

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

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

**HAVE AGREED AS FOLLOWS:**

### **Article 1: General Provisions**

#### **(a) Definitions**

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

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

#### Article 2: Nondiscrimination

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

#### Article 3: Transparency

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

#### Article 4: Legality

The Contracting Parties shall take the necessary measures so that:

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

**Article 5: Efficiency in the Collection of Charges**

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

**Article 6: Permissible Charges**

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

**Article 7: Fuel Taxes**

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

**Article 8: Road Maintenance Fees**

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

**Article 9: Amendment**

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

**Article 10: Ratification or Acceptance**

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

**Article 11: Entry into Force**

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

**Article 12: Conforming National Law**

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

**Article 13: Reservations**

No reservation to the Protocol shall be permitted.

**Article 14: Suspension of the Protocol**

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

**Article 15: Relationship with the Agreement**

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

**Article 16: Dispute Settlement**

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

**Article 17: Denunciation**

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

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

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

Signed:

**For the Royal Government of Cambodia**

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(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**

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(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**

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(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**

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(Signed) His Excellency Weng Mengyong  
Vice Minister of Communications

**For the Government of the Lao People's Democratic Republic**

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(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**

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

**For the Government of the Socialist Republic of Viet Nam**

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(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 Subcommittee<sup>18</sup> 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.

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<sup>18</sup> 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 Permit<sup>1</sup>

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 Operation<sup>2</sup>:
- Scheduled passenger
  - Non-scheduled passenger
  - Cargo

1. Issuing Authority:

- 1.1 Name: .....
- 1.2 Address: .....
- 1.3 Contact Data<sup>3</sup>: .....

2. Beneficiary of the Permit<sup>4</sup>:

- 2.1 Name: .....
- 2.2 Address: .....
- 2.3 Contact Data: .....
- 2.4 Road Transport Operator's National License Number: .....<sup>5</sup>

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: .....<sup>6</sup>

4. Period of Validity: from ..... until .....<sup>7</sup>

5. Allocated Vehicle Registration Number<sup>8</sup>:

	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 Permit<sup>1</sup>

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 Operation<sup>2</sup>:
- Scheduled passenger
  - Non-scheduled passenger
  - Cargo

1. Issuing Authority:
  - 1.1 Name: .....
  - 1.2 Address: .....
  - 1.3 Contact Data<sup>3</sup>: .....
2. Beneficiary of the Permit<sup>4</sup>:
  - 2.1 Name: .....
  - 2.2 Address: .....
  - 2.3 Contact Data: .....
  - 2.4 Road Transport Operator's National License Number: .....<sup>5</sup>
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: .....<sup>6</sup>
4. Period of Validity: from ..... until .....<sup>7</sup>
5. Allocated Vehicle Registration Number<sup>8</sup>:

	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.
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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 Permit<sup>1</sup>

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Permit No.	Country Code	Permit Number	Bar Code
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- Type of Permit/Transport Operation<sup>2</sup>:
- Scheduled passenger
  - Non-scheduled passenger
  - Cargo

1. Issuing Authority:
  - 1.1 Name: .....
  - 1.2 Address: .....
  - 1.3 Contact Data<sup>3</sup>: .....
2. Beneficiary of the Permit<sup>4</sup>:
  - 2.1 Name: .....
  - 2.2 Address: .....
  - 2.3 Contact Data: .....
  - 2.4 Road Transport Operator's National License Number: .....<sup>5</sup>
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: .....<sup>6</sup>
4. Period of Validity: from ..... until .....<sup>7</sup>
5. Allocated Vehicle Registration Number<sup>8</sup>:

	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 Permit<sup>1</sup>**

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Permit No.	Country Code	Permit Number	Bar Code
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- Type of Permit/Transport Operation<sup>2</sup>:
- Scheduled passenger
  - Non-scheduled passenger
  - Cargo

1. Issuing Authority:
  - 1.1 Name: .....
  - 1.2 Address: .....
  - 1.3 Contact Data<sup>3</sup>: .....
2. Beneficiary of the Permit<sup>4</sup>:
  - 2.1 Name: .....
  - 2.2 Address: .....
  - 2.3 Contact Data: .....
  - 2.4 Road Transport Operator’s National License Number: .....<sup>5</sup>
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: .....<sup>6</sup>
4. Period of Validity: from ..... until .....<sup>7</sup>
5. Allocated Vehicle Registration Number<sup>8</sup>:

	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):

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3. Contact data may include: telephone number, fax number, email address, etc.
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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.
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National Transport Facilitation Committee, Thailand

### GMS Road Transport Permit<sup>1</sup>

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Permit No.	Country Code	Permit Number	Bar Code
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- Type of Permit/Transport Operation<sup>2</sup>:
- Scheduled passenger
  - Non-scheduled passenger
  - Cargo

1. Issuing Authority:
  - 1.1 Name: .....
  - 1.2 Address: .....
  - 1.3 Contact Data<sup>3</sup>: .....
2. Beneficiary of the Permit<sup>4</sup>:
  - 2.1 Name: .....
  - 2.2 Address: .....
  - 2.3 Contact Data: .....
  - 2.4 Road Transport Operator's National License Number: .....<sup>5</sup>
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: .....<sup>6</sup>
4. Period of Validity: from ..... until .....<sup>7</sup>
5. Allocated Vehicle Registration Number<sup>8</sup>:

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

Place and date of Issuance: .....

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National Transport Facilitation Committee, Viet Nam

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Permit No.	Country Code	Permit Number	Bar Code
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- Type of Permit/Transport Operation<sup>2</sup>:
- Scheduled passenger
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  - Cargo

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  - 1.1 Name: .....
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  - 1.3 Contact Data<sup>3</sup>: .....
2. Beneficiary of the Permit<sup>4</sup>:
  - 2.1 Name: .....
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3. Particulars for Scheduled Passenger Transport Operations Only:
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	Prime mover/Truck/Bus	Semi-trailer		Prime mover/Truck/Bus	Semi-trailer
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