

AGREEMENT
Between
THE GOVERNMENT OF THE KINGDOM OF CAMBODIA
AND
THE GOVERNMENT OF LAO PEOPLE'S DEMOCRATIC REPUBLIC
ON
ROAD TRANSPORTATION

The Government of Kingdom of Cambodia and the Government of the Lao People's Democratic Republic, hereinafter called the "Contracting Parties";

With the aim of strengthening relations between the people of both territories based on the principle of equality integrity sovereignty and mutual interests.

Desiring to facilitate road transportation of goods and passengers (including tourists) between the two countries.

Have agreed as follows:

ARTICLE 1

GENERAL PROVISIONS

1. The Contracting Parties hereby agree to perform bilateral road transportation of goods and passengers (including tourists) between the two countries through the border gates opened and agreed by the Contracting Parties.
2. The Contracting Parties have equal right and opportunities in conducting the bilateral road transportation of goods and passengers (including tourists) between the two countries.
3. Other matters concerning the road transportation between the two countries such as organization and forms of transport, identification of transportation routes, forwarding storage, transport fees and other charges shall be agreed by the Competent Authorities of the Contracting Parties.

ARTICLE 2

DEFINITIONS

For the purpose of this Agreement:

1. The term "Territories" shall be comprised of the Kingdom of Cambodia and Lao People's Democratic Republic
2. The term of "Competent Authorities" shall mean:
 - On the Cambodia side, the Ministry of Public Works and Transport and any body authorized by the said Ministry.

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- On the LAO PDR side, the Ministry of Communication, Transport, Post and Construction and any body authorized by the said Ministry
3. The term "Carrier" shall mean any natural or legal person who, in either the territory of the Kingdom of Cambodia (hereinafter called Cambodia) or the territory of the Lao People's Democratic Republic (hereinafter called LAO PDR) is authorized in accordance with relevant national laws and regulations to engage in the carriage of passengers (including tourists) and goods by road.
 4. The term "Transport vehicles" shall be comprised of Goods vehicles and passenger vehicles (including tourist vehicles).
 5. The term "Passenger vehicle" shall mean any mechanically propelled road vehicle which:
 - a. is manufactured or adapted for use on the road for carriage of passengers;
 - b. has 10 seats or more including that of the driver;
 - c. is registered in the territory of one Contracting Party and is owned by the carrier authorized in that territory to carry passengers (including tourists).
 6. The term "Non-commercial vehicle" shall mean any mechanically propelled road vehicle which:
 - a. is manufactured for use on the road for carriage of passengers;
 - b. has 9 seats or less including that of the driver;
 - c. is registered in the territory of one Contracting Party.
 - d. is not use for the commercial transport services.
 7. The term "Goods vehicle" shall mean any mechanically propelled road vehicle which:
 - a. is manufactured or adapted for use on the road for carriage of goods;
 - b. is registered in the territory of one Contracting Party and owned by a carrier authorized in that territory to carry goods.
 8. The term "Trailer or Semi-trailer" shall mean any vehicle designed to be drawn by power-driven vehicle which :
 - a. is manufactured or adapted for use on the road for carriage of goods;
 - b. is registered in the territory of one Contracting Party and owned by a Carrier authorized in that territory to carry goods;

- c. the combination of the trailer or semi-trailer with the power-driven vehicle shall be considered as one vehicle.

ARTICLE 3

AUTHORIZATIONS

1. The Competent Authority of each Contracting Party shall issue the Transport Permit for each of the road transport vehicles of their respective countries to perform cross border transportation of goods and passengers between the two countries in conformity with the permit format mutually agreed by the Contracting Parties.
2. Commercial vehicles and non-commercial vehicles registered in the territory of Cambodia or Lao PDR shall be permitted to pass through the designated border gates either between the territory of the Contracting Parties or in transit through the territories of either Contracting Party.

ARTICLE 4

NUMBER PLATE, DRIVER'S LISENCE, TRANSPORT PERMIT, THIRD PARTY LIABILITY INSURANCE

1. Goods vehicles and passenger vehicles (including tourist vehicles) of one Contracting Party, when in other Contracting Party's territory shall :
 - a. bear a registered number plate issued by the Competent Authority of other Contracting Party.
 - b. possess the pass border permit with the special sticker issued by the Competent Authority of other Contracting Party. The form of the pass-border permit and the design of the special sticker shall be agreed upon by the Competent Authority of the Contracting Parties.
 - c. possess the transport permit (operating license) issued by the Competent Authority of the Contracting Party in which they are registered.
 - d. be covered by third party liability insurance of vehicle's owner.
2. "Non-commercial vehicles" shall require all documents agreed by both Competent Authorities.
3. All drivers shall possess the local or international, unexpired driver's license that is in correspondence with the category of vehicle they are driving and allowed to use in the territory of the other Contracting Party.

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ARTICLE 5

MOVEMENT OF PEOPLE, VALID PASSPORT AND VISA

1. The cross border movement of people living in the border area of the Contracting Parties shall be subject to another Agreement.
2. All the people including drivers need a valid passport and an appropriate visa stamps when crossing by road into the territory of the other Contracting Party.
3. Those drivers and persons who perform frequent cross border transport by road shall be granted with multiple-entry/exit visa.
4. The types of passport and visa shall be regulated by the Government of either Contracting Party.

ARTICLE 6

PRODUCTION OF DOCUMENTS

1. Permits and any other documents required in accordance with the provisions of this Agreement shall be carried on the passengers, goods or transport vehicles to which they relate and be produced upon request of the Competent Authority of either Contracting Party.
2. Any document if not drawn up in English shall be accompanied by a certified translation in English issued by relevant Competent Authority.

ARTICLE 7

EXCLUSION OF CABOTAGE

Goods vehicles and passenger vehicles (including tourist vehicles) of one Contracting Party when operating in the territory of the other Contracting Party shall be prohibited to pick-up goods, passengers (including tourists) from any point for setting down or delivery at any point in latter Contracting Party's territory (except for those authorized by the Government of one Contracting Party to operate in its territory).

ARTICLE 8

SPECIFICATION OF OPERATING ROUTES, AND THE USE OF PORTS

1. All transport vehicles, except non-commercial vehicles set forth in Article 3, Paragraph 2, operating under provisions of this Agreement shall follow the border gates and the specified routes defined in the Transport Permit.

2. Both Contracting Parties agree to allow each other the use of their respective ports (sea or river ports) and storage for road transportation between or in transit through the territory of the other Contracting Party.

ARTICLE 9

FUEL AND MATERIALS FOR THE VEHICLES AND PROTECTION OF ENVIRONMENT

1. The following items brought into the territory of other Contracting Party shall be declared to the Customs Office and exempted from import-export taxes and duties:
 - a. Fuel held in the tank fitted to each type of transport vehicle and which is installed technically and structurally in accordance with international manufacturer's design.
 - b. Lubricants in quantity necessary for use during transport operation.
 - c. Spare parts and necessary tools for vehicles
 - d. Unused spare parts or defective components dismantled from the vehicle shall be subject to be taken back out of the country.
2. Road transport vehicles of each Contracting Party when carrying goods or passengers in the territory of the other Contracting Party shall not leave behind any substances that may damage the environment of this other Contracting Party.

ARTICLE 10

CUSTOMS FORMALITY PRIORITIES.

Priorities for completing Customs formalities for crossing the trans-border between the Contracting Parties territories shall be in this order:

- a. First priority: Transport of patients who are seriously sick, corpses, tourists, and passengers.
- b. Second priority: Transport of livestock, transport of perishable goods and fresh vegetables
- c. Third priority : Transport of dangerous goods.

ARTICLE 11

TRANSIT FEES AND CHARGES

The owners of commercial transport vehicles and non-commercial vehicles, which are registered in the territory of one Contracting Party when entering into the territory of the other

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Contracting Party shall pay the transit fees and other charges such as for use of toll roads, bridges, ferries, etc.

All transit fees and other charges shall be determined by either Contracting Party through mutual consultation.

ARTICLE 12

COMPLIANCE WITH NATIONAL LAWS

1. Carriers who are permitted to operate transport services using passenger vehicles and goods vehicles, either between the territories of the Contracting Party or in transit through the territory of either Contracting Party shall comply with national laws and regulations in force in that territory.
2. Non-commercial vehicles, passenger vehicles (including tourist vehicles) and goods vehicles of one Contracting Party, when entering, or performing transport operation in the territory of other Contracting Party, shall comply with the national laws and regulations in force in that territory.

ARTICLE 13

ACCIDENTS-DANGERS

In case of any transport vehicle of one Contracting Party is faced with an accident or danger while operating in the territory of the other Contracting Party, the Competent Authority where the accident or danger occurred shall resolve the accident or danger according to its local applicable law and shall inform the Competent Authority of the other Contracting Party of the action taken and solution, as soon as possible.

ARTICLE 14

DISPUTE SETTLEMENT

1. All disputes arising from wrong application or miss-interpretation of this Agreement in the process of its implementation shall be negotiated and resolved by the Competent Authority of Contracting Parties.
2. All disputes arising between the carriers and other person concerned relating to their transport contract execution shall be settled by themselves through negotiations. In case of disagreement, disputes shall be settled by national laws or regulations in force in the Contracting Party's territory in which the disputes have taken place and finally, if they can not reach any consent, by the international arbitration agreed by the carriers and other person concerned.

ARTICLE 15

REVISION-AMENDMENT

1. During the process of the implementation of this Agreement, either Contracting Party may propose in writing revision thereof or amendment thereto and to which the other Contracting Party will reply in writing within 30 days upon receipt of such notice.
2. The provisions revised or amended through mutual consent shall become effective on the date of exchanging the notes of acceptance and shall be an integral and authentic part of this Agreement.

ARTICLE 16

EFFECTIVNESS OF RELEVANT TREATIES

All the provisions stipulated herein shall not affect the interests and obligations of each Contracting Party as clearly defined in the existing international treaties to which either Contracting Party has acceded to.

ARTICLE 17

NON-APPLICATION ON VEHICLES OF THE THIRD COUNTRY

This Agreement shall not be applied to road transport vehicles registered in a third country using road of one Contracting Party to enter the territory of other Contracting Party. It shall not be also applied to the involvement of road transport vehicles registered in the third country in the transportation of goods and passengers of one Contracting Party into the territory of other Contracting Party, except the transport vehicles of the third country which has concluded Road Transport Agreement with both Contracting Parties.

ARTICLE 18

IMPLEMENTING BODY OF THE AGREEMENT

1. The two Governments of the Contracting Parties assign the Ministry of Public Works and Transport of Cambodia and the Ministry of Communication Transport Post and Construction of Lao PDR to stipulate in details in Protocol the procedures of implementation of this Road Transportation Agreement.
2. The Ministry of Public Works and Transport of Cambodia and the Ministry of Communication Transport Post and Construction of the Lao PDR duly authorize a body to be responsible for monitoring the implementation of this Agreement, issuing transport permits to vehicles involved in this Agreement and dealing with all related matters occurred during the implementation of this Agreement.

ARTICLE 19

ENTRY INTO FORCE AND VALIDITY

1. This Agreement shall enter into force upon thirtieth day after the two Contracting Parties have exchanged one another the note of acceptance.
2. This Agreement shall thereafter automatically be renewed for each year period unless it is terminated by either Contracting Party, by giving a written notice of termination of the said Agreement to the other Contracting Party, three months prior to the automatic renewal date.
3. This Agreement may be terminated before the expiration of any validity period, if either Contracting Party notifies its intention in writing to the other Contracting Party through diplomatic channels to terminate this Agreement, and this Agreement shall cease to be valid within 6 months after the date on which the other Contracting Party notifies the receipt of the said notification.

IN WITNESS WHEREOF, the undersigned, being duly authorized to sign by their respective Governments, have signed the Agreement between the Government of the Kingdom of Cambodia and the Government of the Lao People's Democratic Republic on Road Transportation.

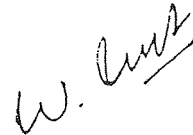
Done at Vientiane, Lao PDR, on the 21st October 1999 in two originals in Khmer, Lao and English languages, each text being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF
THE KINGDOM OF CAMBODIA



H.E. KHY TAING LIM
Minister of Public Works and
Transport

FOR THE GOVERNMENT OF
LAO PEOPLE'S DEMOCRATIC
REPUBLIC



H.E. PHAO BOUNNAPHOL
Minister of Communication
Transport, Post and
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