

**MEMORANDUM OF UNDERSTANDING
ON
TYPES AND QUANTITY OF COMMERCIAL MOTOR VEHICLES
FOR
IMPLEMENTATION OF THE AGREEMENT AND THE PROTOCOL
BETWEEN
THE ROYAL GOVERNMENT OF CAMBODIA
AND THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM
ON ROAD TRANSPORTATION**

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The Ministry of Public Works and Transport of the Kingdom of Cambodia and the Ministry of Transport of the Socialist Republic of Vietnam, hereinafter referred to as "Contracting Parties" to the MoU

Referring to the Agreement between the Royal Government of Cambodia and the Government of the Socialist Republic of Vietnam on Road Transportation signed in Hanoi, on the 1st of June 1998, hereinafter referred to as "Agreement";

Referring to the Protocol for the Implementation of the Agreement between the Royal Government of Cambodia and the Government of the Socialist Republic of Vietnam on Road Transportation, signed in Hanoi, on the 10th of October 2005, hereinafter referred to as "Protocol";

Referring to the Meeting Minutes on Implementation of the Agreement between the Royal Government of Cambodia and the Government of the Socialist Republic of Vietnam on Road Transportation, held in Siem Reap, Cambodia, on the 5-6th of March 2007, where both sides agreed to increase the quota up to 150 commercial motor vehicles under the MoU and to designate transport routes and border gates; and

Referring to Article 8 of the Protocol, prescribing that the quantities of road vehicles will be discussed, and Article 83 of the Protocol, describing that there may be designation on new points of entry and exit.

Committing to effectively implement the provisions laid down on the Agreement and the Protocol thereof for mutual benefits of the Contracting Parties;

Have agreed as follows:

**Chapter I
General Provisions**

Article 1- Purpose

This Memorandum of Understanding (MoU) aims at determining the types and quantity of commercial motor vehicles for cross-border transport of goods and/or people between the Contracting Parties.

This MoU also aims at facilitating all transport operators for cross border transport operations between the Contracting Parties, as well as providing detailed guidelines for the effective implementation of the Protocol.

Article 2- Scope of Application

This MoU shall apply to all transport operators and all commercial motor vehicles in the performance of cross border transport operations between the territories of the Contracting Parties.

This MoU shall also apply to all concerned competent authorities in relation to their functions, duties and responsibilities to facilitate the transport operators and the commercial motor vehicles for cross border transport operation.

Every commercial motor vehicle to which the MoU applies shall, in the performance of cross border transport operations, pass through the designated routes and border gates as specified in Article 9 of this MoU, and shall comply with the requirements set forth in this MoU, the Protocol and the Agreement.

Every transport operator to whom the MoU applies shall, for its performance of cross border transport operations, fulfill all requirements provided for in this MoU, the Protocol and the Agreement.

Article 3- Requirements for Vehicles

1. All vehicles shall, in cross-border transport operations between the Contracting Parties, comply with the requirements set out in Article 82 of the Protocol;
2. All vehicles shall, except as scheduled buses/vehicles, be allowed to operate elsewhere in the territories of the Contracting Parties;
3. Non-scheduled passenger buses/vehicles shall, in cross-border transport operations between the territories of the Contracting Parties, carry on board the cross-border transport permits or other required documents, stipulating the itinerary/travel schedule, designated routes and border gates, destinations, list of passengers/tourists;
4. Scheduled Passenger Buses/Vehicles shall, in cross-border transport operations between the territories of the Contracting Parties, comply with the following conditions :
 - a. fixed routes, border gates and destinations,
 - b. specified stop stations/terminals and fixed schedule;
5. While proceeding en route entry into another Contracting Party, as to keep the cabotage principles, any vehicle shall :
 - a. not be entitled to pick up any passenger, tourist or any other person,
 - b. be entitled to discharge any passenger, tourist or any other person, in accordance with the laws and regulations in force in the Host Contracting Party;
6. While proceeding en route exit out another Contracting Party, as to keep the cabotage principles, any vehicle shall :
 - a. be entitled to pick up any passenger, tourist or any other person, in conformity with paragraph 8 of this Article,
 - b. not be entitled to discharge any passenger, tourist or any other person;
7. At destinations and based on the set travel schedule, non-scheduled vehicles may, on the way back home only, pick up passengers, tourists or other persons specified on the inbound list;
8. At destinations and based on set travel schedule, in case where the transport operators of one Contracting Party concluded an agreement/contract with other transport operators/tourist agents of the other Contracting Party, their non-scheduled vehicles may, on the way back home only, pick up passengers, tourists or other persons to be specified on newly outbound list.

Article 4- Sign

Every commercial motor vehicle engaging in cross border transport operations shall, in addition to the requirements as set forth in Article 6 of the Protocol, display :

At its front and rear:

1. For non-scheduled passenger vehicles, the sign with a name of the transport operator/company, the word "Non-scheduled Passenger Bus/Vehicle" and/or then, places of departure and destination, which can be movable;

2. For scheduled passenger buses/vehicles, the sign with a name of the transport operator/company, places of departure and destination, which is fixed;
At both sides on the body :
For all vehicles, the sign with a name of the transport operator/company.
The sign shall be written in English with or without the national language.

Chapter II

Types and Quota of Commercial Motor Vehicles

Article 5- Quota of Motor Vehicles

The quota of commercial motor vehicles for cross border transport between the Contracting Parties shall be **150** vehicles.

The increase in quota of commercial motor vehicles for cross border transport between the Contracting Parties shall be discussed from time to time on the basis of economic needs and mutual interests.

Article 6- Types of Motor Vehicles

The types of commercial motor vehicles shall, in cross border transport between the Contracting Parties, be determined by the respective Contracting Party.

Chapter III

Designated Routes and Transport Facilitation

Article 7- Designated Routes

The scheduled passenger bus to which the MoU applies shall perform cross border transport operations between the Contracting Parties through the routes and border gates designated as appear in the Attachment.

Article 8- Parking Area and Stop Stations

The scheduled passenger bus to which the MoU applies, in the performance of cross border transport operations between the Contracting Parties, shall be allowed to use parking lots/areas and stop stations as determined by the Host Contracting Party.

Article 9- Branch/Representative Office

Each Contracting Party shall, to the fullest extent possible, facilitate the transport operators of the other Contracting Party to establish their branch/representative office(s) in its territory, for their cross border transport operations between the Contracting Parties.

Each Contracting Party shall allow the transport operators of the other Contracting Party to fulfill their activities, including but not limited to the marketing/advertisement or other things with the intent to attract their clients or to upgrade their business opportunity.

The establishment of branch/representative office(s), packing areas, ticket selling office(s) or agents shall be conformed to the laws and regulations of the Host Contracting Party .

Article 10- Recognition of Transport Operators

1. Each Contracting Party shall mutually recognize the transport operators' licenses issued by the competent authorities of the other Contracting Party, for the performance of cross border transport in its territory;
2. Each Contracting Party shall, from time to time for the purpose of mutual recognition as prescribed in paragraph 1 of this Article, communicate to the other Contracting Party its updated list of licensed transport operators issued in accordance with the requirements of the Protocol.

Article 11- Assistance for Compulsory Insurance

The Contracting Party shall, to the fullest extent possible, assist the transport operators of the other Contracting Party to have the insurance policy or insurance certificates for the compulsory third party motor vehicle liability insurance in that Contracting Party.

Article 12- Transport Price

1. For non-scheduled passenger buses/vehicles, the transport price shall be freely determined by market force, depending on the transport operators, as specified in the transport documents or bus tickets;
2. For scheduled passenger buses/vehicle, transport price shall be agreed upon by the Contracting Parties;
3. For goods vehicles, transport price shall be bound by any agreed contract of carriage by road, or any document for that purpose, or in case of absence of any one of the documents, by the diligent practice, depending on market force.

Article 13- Non-discrimination

Each Contracting Party shall, in any fact or form of, grant to the commercial motor vehicles, drivers and crew members, passengers, and goods on board the vehicles, and/or transport operators of the other Contracting Party treatment no less favorable than granted to a third country with respect to :

- a. the entry to and exit from its territory;
- b. the access to the destination for loading and/or unloading (the goods vehicles) and for embarkation and/or disembarkation (the passenger/tourist vehicles);
- c. the stay in its territory, of drivers and crew members;
- d. the use of parking areas/bus stations, and other related services;
- e. the collection of fees and parking areas/bus station charges;
- f. the sales of required insurance certificates/documents;
- g. the marketing/advertisement or other things with the intent to attract their clients or to upgrade their business opportunity.

Chapter IV

Final Provisions

Article 14- Entry into force

This MoU shall enter into force on the date of signature and shall have the same period of validity as the Agreement and Protocol.

Article 15- Amendment

This MoU may be supplemented or amended upon a written request made by either Contracting Party.



Within 30 days from the date of receipt of such request, Competent Authorities of the two countries shall meet to negotiate such supplement or amendment.

Article 16- Renewal/Termination of the MoU

This MoU is automatically renewed or terminated in accordance with the renewal/termination of the Agreement.

Article 17- Denunciation

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

Article 18- Relationship of the MoU with the other international agreements

This MoU shall not affect the rights and obligations of the Contracting Parties under any existing agreements or international conventions to which they are also Parties.

Article 19- Relationship of the Attachment to the MoU

The Attachment on Designated Routes shall form an integral part of the MoU and shall be equally binding.

Article 20- Dispute Settlement

Any dispute between two Contracting Parties on the interpretation or implementation of the MoU shall be settled directly or by amicable negotiation.

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

Done in Phnom Penh on 17th of March 2009 in two originals in the English.

FOR THE MINISTRY OF TRANSPORT
OF THE SOCIALIST REPUBLIC OF
VIETNAM

FOR THE MINISTRY OF PUBLIC
WORKS AND TRANSPORT OF THE
KINGDOM OF CAMBODIA



**H.E Mr. NGO THINH DUC
VICE MINISTER OF TRANSPORT**



**H.E Mr. TRAM IV TEK
MINISTER OF PUBLIC WORKS
AND TRANSPORT**

Attachment: Designated Routes

No	Route	Border Gate	
		Cambodia	Vietnam
1	Ho Chi Minh-Phnom Penh	Bavet	Moc Bai
		Trapeang Phlong	Xamat
2	Ho Chi Minh-Siem Reap	Bavet	Moc Bai
		Trapeang Phlong	Xamat
3	Ho Chi Minh-Poi Pet	Bavet	Moc Bai
		Trapeang Phlong	Xamat
4	Kien Giang-Phnom Penh	Lork, Prek Chak	Xa Xia
5	Kien Giang-Siem Reap		
6	Kien Giang-Sihanoukville		
7	Can Tho-Phnom Penh	Phnom Den	Tinh Bien
		Bavet	Moc Bai
		Trapeang Phlong	Xamat
8	Can Tho- Siem Reap	Phnom Den	Tinh Bien
		Bavet	Moc Bai
		Trapeang Phlong	Xamat
9	An Giang-Phnom Penh	Phnom Den	Tinh Bien
10	An Giang-Siem Reap		
11	Tay Ninh-Phnom Penh	Bavet	Moc Bai
		Trapeang Phlong	Xamat
12	Tay Ninh-Siem Reap	Bavet	Moc Bai
		Trapeang Phlong	Xamat
13	Vung Tao-Phnom Penh	Bavet	Moc Bai
14	Dak Lat-Phnom Penh	Bavet	Moc Bai
		Trapeang Phlong	Xamat
15	Hue-Phnom Penh	Bavet	Moc Bai
		Trapeang Phlong	Xamat
16	Can Tho-Siem Reap	Phnom Den	Tinh Bien
17	Vung Tao-Siem Reap	Bavet	Moc Bai
18	Dak Lat-Siem Reap	Bavet	Moc Bai
		Trapeang Phlong	Xamat
19	Hue-Siem Reap	Bavet	Moc Bai
		Trapeang Phlong	Xamat
20	Can Tho-Sihanoukville	Phnom Den	Tinh Bien
21	Vung Tao-Sihanoukville	Bavet	Moc Bai
22	Dak Lat-Sihanoukville	Bavet	Moc Bai
		Trapeang Phlong	Xamat
23	Hue-Sihanoukville	Bavet	Moc Bai
		Trapeang Phlong	Xamat
24	Ho Chi Minh-Sihanoukville	Bavet	Moc Bai
25	Can Tho-Koh Kong	Phnom Den	Tinh Bien
		Lork, Prek Chak	Xa Xia
26	Vung Tao-Koh Kong	Bavet	Moc Bai
27	Dak Lat-Koh Kong		
28	Hue-Koh Kong		
29	Ho Chi Minh-Koh Kong		




**AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
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Referring to the Protocol for the Implementation of the Agreement between the Royal Government of Cambodia and the Government of the Socialist Republic of Viet Nam on Road Transportation, signed in Hanoi, on the 10th of October 2005, hereinafter referred to as "Protocol";

Referring to Article 8 of the Protocol, prescribing that the quantities of road vehicles will be discussed from time to time between the Contracting Parties;

Referring to the Memorandum of Understanding on the Types and Quantity of Commercial Motor Vehicles for the Implementation of the Agreement and the Protocol between the Royal Government of Cambodia and the Government of the Socialist Republic of Viet Nam on Road Transportation signed in Phnom Penh, the Kingdom of Cambodia, on the 17th of March 2009, hereinafter referred to as **MoU 2009**;

Referring to the Memorandum of Understanding on the Amendment to the Memorandum of Understanding on the Types and Quantity of Commercial Motor Vehicles for the Implementation of the Agreement and the Protocol between the Royal Government of Cambodia and the Government of the Socialist Republic of Viet Nam on Road Transportation signed in Phnom Penh, the Kingdom of Cambodia, on the 15th of September 2010, hereinafter referred to as **MoU 2010**;

Committing to effectively implement the provisions laid down on the Agreement and the Protocol thereof for mutual benefits of the Contracting Parties;

Have agreed to amend the **MOU 2010** as follows:

Article 1- Increasing Quota of Motor Vehicles

Article 1 “Increasing Quota of Motor Vehicles” of the MoU 2010 shall be amended as “The quota of commercial motor vehicles for cross border transport between the Contracting Parties shall be 500 (five hundred) vehicles for each Contracting Party”.

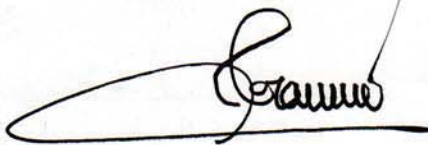
Article 2. Entry Into Force

This MoU shall take effect from the date of signature.

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

Done in Bali, Indonesia on .30. November 2012 in two originals in English language.

**FOR THE MINISTRY OF PUBLIC
WORKS AND TRANSPORT OF
THE KINGDOM OF CAMBODIA**



**TRAM IV TEK
MINISTER**

**FOR THE MINISTRY OF TRANSPORT
OF THE SOCIALIST REPUBLIC
OF VIET NAM**



**DINH LA THANG
MINISTER**