

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE LAO PEOPLE'S
DEMOCRATIC REPUBLIC
AND
THE GOVERNMENT OF THE KINGDOM OF THAILAND
ON ROAD TRANSPORT

The Government of the Lao People's Democratic Republic and the Government of the Kingdom of Thailand, hereinafter referred to as "the Contracting Parties",

Desiring to promote and strengthen further the friendly relations and good neighborliness existing between the two countries,

Aiming to enhance the facilitation of international road transport between their countries on the basis of independence, sovereignty, integrity, and equality,

With an objective to enhance the development of international road transport between and among the nations of South East Asia with a view to increasing prosperity and well-being among the people of South East Asia.

Have agreed as follows:

ARTICLE 1

The Contracting Parties shall grant to each other the right to transport goods and passengers between the Contracting Parties, and shall also include the right to transport goods and passengers from the territory of a Contracting Party in transit through the territory of the other Contracting Party carried out by vehicles used for commercial purposes whether or not governmentally or privately owned without transshipment to a third country or vice versa from a third country in transit through the territory of a Contracting Party to the territory of the other Contracting Party. The grant of transport rights under this Agreement does not include the right to conduct internal transport of goods and passengers between two points located within the territory of the other Contracting Party.

In case of necessity, the Contracting Parties shall permit the transshipment of goods in transit. Such permission shall be granted only after the Lao Ministry of Communication, Transport, Post and Construction and the Thai Ministry of Transport and Communications have concluded a subsidiary agreement specifying relevant elements thereto.

ARTICLE 2

The Contracting Parties shall authorize the use of vehicles of transport operators duly licensed to provide international transport services under the laws of either Contracting Party or those of a third country which has concluded bilateral agreements with both Contracting Parties, to carry out international transport and transit transport as mentioned in Article 1.

ARTICLE 3

The Contracting Parties shall promptly facilitate the transport of passengers, goods and goods in transit, at their border check-points provided they have all proper transport documents issued by competent authorities concerned of either Contracting Party and shall not impose unnecessary customs escort or inspection of goods.

ARTICLE 4

This Agreement shall apply to all types of road transport, except for the transport of dangerous goods or equipment which is prohibited under the laws and regulations of the Contracting Parties, unless where special permission to do so has been granted by the Contracting Parties.

Without prejudice to the rights of the Contracting Parties under Article 1, the transport of goods and passengers under this Agreement in the territory of a Contracting Party shall comply with the national laws and regulations of that Contracting Party.

ARTICLE 5

The Contracting Parties agree that goods in transit to the Lao People's Democratic Republic shall be removed from the ship directly to the Lao People's Democratic Republic's warehouse for transit goods or from ship directly to the Lao People's Democratic Republic and vice versa from the Lao People's Democratic Republic directly to its warehouse for transit goods or from the Lao People's Democratic Republic directly to the ship, provided that relevant transport documents are available and the packages are clearly marked. The competent authorities of the Contracting Parties shall further discuss the various service charges which shall not exceed relevant domestic rates.

ARTICLE 6

With regard to goods in transit through the territory of either Contracting Party, the goods owner is entitled to select transport operators of the other Contracting Party or those of a third country, provided such transport operators are so authorized under the laws and regulations of both Contracting Parties.

ARTICLE 7

Upon request, the competent officers of each Contracting Party shall facilitate, as deemed appropriate, the goods owner in searching for his goods which are believed to still remain in the warehouse of the other Contracting Party.

In the event that any transit goods to Thailand be left in the territory of the Lao People's Democratic Republic for a period of no less than ninety days since the date of its importation, such goods shall be considered unclaimed goods and subject to the same procedures applicable to unclaimed goods under Lao laws and regulations.

In the event that any transit goods to the Lao People's Democratic Republic be left in the territory of Thailand for a period of no less than ninety days since the date of its importation, such goods shall be considered unclaimed goods and subject to the same procedures applicable to unclaimed goods under Thai laws and regulations.

ARTICLE 8

The Contracting Parties agree that goods in transit that cause suspicion shall be subject to examination, upon mutual consent of both Contracting Parties; such examination must be conducted in the presence of the competent officers or representatives of both Contracting Parties.

ARTICLE 9

Goods in transit, when in the territory of either Contracting Party, shall be exempt from customs duties and taxes levied in the territory of that Contracting Party.

ARTICLE 10

The Ministry of Transport and Communications of Thailand and the Ministry of Communication, Transport, Post and Construction of the Lao People's Democratic Republic shall jointly determine the routes for operating international road transport and may submit such proposed routes for the approval of their respective governments, if deemed necessary.

The Contracting Parties shall designate their relevant authorities to conclude subsidiary arrangements pursuant to the purpose of this Agreement.

ARTICLE 11

Any dispute between the Contracting Parties arising from the interpretation or application of the provisions of this Agreement shall be settled through negotiations between both Contracting Parties or through other means to be agreed

ARTICLE 12

Amendments, modifications, or additions of any provision of this Agreement shall be mutually agreed upon by both Contracting Parties in writing.

ARTICLE 13

In case a multi-lateral agreement which provides for a greater grant of transport rights and transport facilitation than that provided for in this Agreement is concluded and in which both Contracting Parties become Parties to said agreement, the Contracting Parties shall amend this Agreement to comply with the provisions of said multilateral agreement.

ARTICLE 14

This Agreement shall, on the date of signature, supersede the Agreement on Transit of Goods between the Government of the Lao People's Democratic Republic and the Government of the Kingdom of Thailand and signed on 1 June 1978.

ARTICLE 15

This Agreement shall enter into force on the date of signature and shall remain in force for a period of one year. It shall be renewed automatically from year to year unless either Contracting Party has given to the other Contracting Party three months' notice in writing, prior to the date of expiry of the Agreement, of its intention to terminate the Agreement.

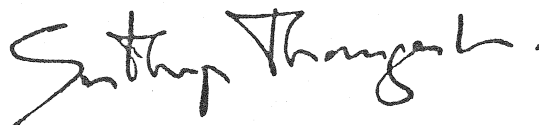
Done at Bangkok, on March 5, 1999, in duplicate, in the Lao, Thai and English languages, all texts being equally authentic. In case the differences in interpretation and application of the present Agreement arise, the English text shall govern.

FOR THE GOVERNMENT OF
THE LAO PEOPLE'S
DEMOCRATIC REPUBLIC



(PHAO BOUNNAPHOL)
Minister of Communications, Transport
Post and Construction

FOR THE GOVERNMENT OF
THE KINGDOM OF THAILAND



(SUTHEP THAUGSUBAN)
Minister of Transport and
Communications