

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

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

Recalling the Agreement between the Government of the Kingdom of Thailand and the Government of the Lao People's Democratic Republic on Road Transport done at Bangkok on 5 March 1999;

Recognizing that Article 1 of the said Agreement provides for the Ministry of Transport and Communications of the Kingdom of Thailand and the Ministry of Communication, Transport, Post and Construction of the Lao People's Democratic Republic to conclude a subsidiary agreement to specify the details of transshipment of goods in transit through the territories of the Contracting Parties which shall form an integral part of the said Agreement;

Recognizing that Article 10 of the said Agreement provides for the relevant authorities to conclude subsidiary arrangements pursuant to the purpose of the said Agreement;

Desiring to promote and facilitate international road transport;

Agreeing that the conclusion of the Subsidiary Agreement Specifying Road Transport Arrangements between the Government of the Kingdom of Thailand and the Government of the Lao People's Democratic Republic (hereinafter referred to as "this Agreement") provides the most effective arrangement for facilitating international transport between the territories of the Contracting Parties;

Have agreed as follows:

Article 1

Definitions

For the purpose of this Agreement

1. "International transport" shall mean cross-border and transit transport.
2. "Cross-border transport" shall mean transport of goods or passengers between the territories of the Contracting Parties.
3. "Transit transport" shall mean transport of goods or passengers through the territory of either Contracting Party to a third country.
4. "Relevant authorities" shall mean agency or agencies designated by the government to be responsible for the implementation of this Agreement.
5. "Transport operator" shall mean a person or juristic person duly licensed under the laws of either Contracting Party to engage in transport of goods or passengers.
6. "Means of transport" shall mean passenger vehicle and goods vehicle.
7. "Passenger vehicle" shall mean a road vehicle, as specified in this Agreement, used for the transport of passengers.
8. "Goods vehicle" shall mean a road vehicle, as specified in this Agreement, used for transport of goods.
9. "Fixed-route transport" shall mean transport of goods or passengers on a specific route.
10. "Non fixed-route transport" shall mean transport of goods or passengers other than fixed-route transport.
11. "Special transport" shall mean transport of goods in which the load and dimension of goods exceed those permitted under the laws of either Contracting Party or transport of goods dangerous to health and environment.

Article 2

Border Crossing Points

For the purpose of transport of goods and passengers between the territories of the Contracting Parties, the Contracting Parties agree to designate the following border crossing points:

1. Lao PDR Border Crossing Points:
 - a. International Border Crossing Points:
 - 1) Houeisai Bokeo Province
 - 2) Friendship Bridge Vientiane Municipality
 - 3) Thakhek Khammouane Province
 - 4) Savannakhet Savannakhet Province
 - 5) Vangtao Champasak Province

b. Local Border Crossing Points:

- | | |
|---------------|----------------------|
| 1) Nam Ngeun | Sayabouly Province |
| 2) Kenethao | Sayabouly Province |
| 3) Paksane | Bolikhamxay Province |
| 4) Paktaphane | Salavane Province |
| 5) Ban Vang | Vientiane Province |

2. Thai Border Crossing Points:

Permanent Crossing Points:

- | | |
|------------------|---------------------------|
| 1) Chiang Khong | Chiang Rai Province |
| 2) Huai Kon | Nan Province |
| 3) Nong Khai | Nong Khai Province |
| 4) Nakhon Phanom | Nakhon Phanom Province |
| 5) Mukdahan | Mukdahan Province |
| 6) Chong Mek | Ubon Ratchathani Province |
| 7) Bueng Kan | Nong Khai Province |
| 8) Nong Phur | Loei Province |
| 9) Khok Pai | Loei Province |
| 10) Pak Saeng | Ubon Ratchathani Province |

In case the situation warrants, the Contracting Parties may enter into negotiations in order to designate additional border crossing points.

Article 3

Means of Transport

Each Contracting Party shall authorize the use of means of transport duly registered and licensed by the other Contracting Party, as specified in Annex A, to transport goods and passengers under this Agreement.

Article 4

Technical Requirements of Means of Transport

Means of transport used for transport under this Agreement, shall conform to the technical requirements regarding vehicle dimensions, maximum weight and loads, emission standards and other related matters as specified in Annex A of this Agreement.

Article 5

Mutual Recognition of Inspection Certificates

1. The Contracting Parties undertake to institute periodic inspections as required by their laws of means of transport registered in the territory of each respective Contracting Party and used for international transport under this Agreement.
2. The Contracting Parties shall recognize periodic inspection certificates of the means of transport under this Agreement issued by the other Contracting Party, in accordance with the Agreement on the Recognition of Commercial Vehicle Inspection Certificates for Goods Vehicles and Public Services Vehicles Issued by ASEAN Member Countries done at Singapore on 10 September 1998.

Article 6

Means of Transport Documents

1. In carrying out transport operations under this Agreement, means of transport of one Contracting Party when in the territory of the other Contracting Party shall carry the following documents certified by the relevant authorities together with the English translations thereof:

(1) Means of transport registration certificate which contains details of the vehicle and name of vehicle owner

(2) Valid road tax payment documents

(3) Means of transport periodic inspection certificate

(4) Transport operating license

(5) Vehicle permit

(6) Third party motor vehicle liability insurance

(7) Invoice—in case of transport of goods

(8) Valid drivers license issued by the agency of that Contracting Party

(9) Passenger list—in case of transport of passengers

(10) Bill of lading—in case of goods in transit

(11) Packing List—in case of goods in transit

(12) List of necessary equipment, tools, spare parts, such as, fuel, engine lubricant which shall be reported to the Customs of the other Contracting Party at the border crossing point in order to request tax exemptions.

2. A Contracting Party may impose fines on any transport operator of the other Contracting Party, should that transport operator produce incorrect documents or fail to produce all required documents as mentioned above.

Article 7

Drivers, Vehicle Personnel and Means of Transport

1. Passengers, drivers and vehicle personnel of one Contracting Party while in the territory of the other Contracting Party shall comply with the laws, regulations and customary practice of the latter Contracting Party and shall not cause damage to the environment of that Contracting Party.

2. While in the territory of the other Contracting Party, means of transport under this Agreement shall stop at the designated rest areas or parking areas as specified in Annex B and shall exit the territory of the other Contracting Party within the time period specified. Should the means of transport be unable to exit the territory of the other Contracting Party due to a breakdown or accident or force majeure the relevant authorities shall be notified as soon as possible.

Article 8

Designation of International Road Transport Routes

For the benefit of transport under this Agreement, the Contracting Parties hereby designate cross-border and transit transport routes between and through the territories of the Contracting Parties as follows:

In the Lao People's Democratic Republic:

1. Route Houcisai-NamTha: from Houcisai-NamTha-Boten (Laos/China Border) by via Route Number 3
Route NamTha-MuangKhoua: from NamTha-Oudomxay-MuangKhoua (Laos/Vietnam Border) by via Route Number 1
2. Route Oudomxay-Veunekham: from Oudomxay-Luangphrabang-Vientiane-Paksane-Thakhek-Savannakhet-Pakse-Veunekham (Laos/Cambodia Border) by via Route Number 13
3. Route Bolikhamxay-Namphao: from Bolikhamxay-LakSao-Namphao (Laos/Vietnam Border) by via Route Number 8
4. Route Savannakhet-Denesavan: from Savannakhet-Seno-MuangPhine-Sepone-Denesavan (Laos/Vietnam Border) by via Route Number 9
5. Route Vangtao-Pakse: from Vangtao-Pakse by via Route Number 10
6. Route Thakhek-Chalo: from Thakek-Mahaxay-Yommarad-Chalo (Laos/Vietnam Border) by via Route Number 12
7. Route Pakse-Attapeu: from Pakse-Attapeu (Laos/Vietnam Border) by via Route Numbers 13 and 18

In the Kingdom of Thailand:

1. Network Mae Sai-Bangkok: Start from Mae Sai cross Chiang Rai-Phayao-Lampang-Tak-Kamphaeng Phet - Nakhon Sawan - Sing Buri - Ang Thong-Pathumthani to Bangkok by using Highway Route Numbers 1 and 32 and Intercity Motorway Number 9 (East Outer Ring Road)
2. Network Chiang Khong-Chiang Rai: Start from Chiang Khong to Chiang Rai by using Highway Route Numbers 1020 and 1152
3. Network Nong Khai-Bangkok: Start from Nong Khai via Udon Thani-Khon Kaen-Nakon Ratchasima-Sara Buri-Pathumthani to Bangkok by using Highway Route Numbers 2 and 1
4. Network Mukdahan-Mae Sot: Start from Mukdahan via Kalasin-Khon Kaen-Phitsanulok-Sukhothai-Tak to Amphoe Mae Sot by using Highway Route Numbers 2042, 213, 209, 12 and 105
5. Network Hin Kong-Aranyaprathet: Start from Hin Kong (Junction from Highway Route Number 1) via Nakhonnayok-Prachin Buri-Sa Kaeo to Amphoe Aranyaprathet (Thailand/Cambodia Border) by using Highway Route Number 33
6. Network Nakhon Ratchasima-Maptaput: Start from Nakhon Ratchasima via Amphoe Kabinburi-Amphoe Phanom Sarakham to Maptaput by using Highway Route Numbers 304, 331, 36 and 3191

7. Network Bangkok-Laem Chabang: Start from Bangkok via Chonburi-Laem Chabang to Maptaput by using Intercity Motorway Number 7 (new Bangkok-Chonburi Motorway) and Highway Route Number 36

8. Network Bangkok-Sungai Kolok: Start from Bangkok via Samut Sakhon-Samut Songkhram-Phetchaburi-Prachuap Khiri Khan-Chumphon-Phatthalung-Pattani-Narathiwat to Sungai Kolok by using Highway Route Numbers 35, 4, 41, 43, 42, 4084 and 4057

9. Network Nakhon Ratchasima-Ubon Ratchathani-Chong Mek: Start from Nakhon Ratchasima via Amphoe Chok Chai-Amphoe Det Udom-Ubon Ratchathani to Chong Mek by using Highway Route Numbers 224, 24 and 217

10. Network Amphoe Som Det-Sakhon Nakhon-Nakhon Phanom by using Highway Route Numbers 213 and 22

The Contracting Parties agree that the international designated routes may be added or amended through consultation from time to time.

Article 9

Transport of Passengers

1. Cross-Border Transport:

Cross-border transport of passengers between the territories of the Contracting Parties shall be subject to the approval from the other Contracting Party and shall comply with the following regulations:

a) Immigrations, customs, public health inspections and other inspections related to entering the territory of a Contracting Party shall be carried out at a single point within the frontier post of each Contracting Party.

b) It shall be prohibited to transport: Passengers without all required travelling documents, prohibited persons, armed persons, persons in possession of dangerous materials or substances which are dangerous to passenger health or the environment.

c) the rates of transport fees and charges for other transport related services shall be agreed upon by the Contracting Parties.

2. Transit Transport:

The Contracting Parties shall facilitate the transport of passengers, from the territory of the other Contracting Party in transit through its territory to a third country, or from a third country in transit through its territory to the territory of the other Contracting Party whether or not such transport is carried out by means of transport of the other Contracting Party or those of a third country which has concluded bilateral agreements on road transport with both Contracting Parties in accordance with Article 2 of the Agreement between the Government of the Kingdom of Thailand and the Government of the Lao People's Democratic Republic on Road Transport done at Bangkok on 5 March 1999.

Article 10

Transport of Goods

1. Cross-Border Transport:

The Contracting Parties shall authorize transport operators duly licensed by other Contracting Party to provide cross-border transport of goods between the territories of the Contracting Parties by using its means of transport, or the means of transport of the other Contracting Party or of a third country which has concluded bilateral agreements on road transport with both Contracting Parties in accordance with Article 2 of the Agreement between the Government of the Kingdom of Thailand and the Government of the Lao People's Democratic Republic on Road Transport done at Bangkok on 5 March 1999.

2. Transit Transport:

2.1 The Contracting Parties shall authorize the use of means of transport as specified in Annex A to carry out cross-border and transit transport of goods between and through the territories of the Contracting Parties under this Agreement.

Means of transport other than that mentioned above, shall be subject to special authorization from the Contracting Parties.

2.2 The Contracting Parties shall allow transshipment of goods in transit, in the following circumstances:

- a) a vehicle is involved in a traffic accident or experiences a breakdown and is immobilized;
- b) force majeure.

3. Cross-border and transit transport of goods between and through the territories of the Contracting Parties under this Agreement shall strictly comply with the relevant regulations of the Contracting Parties.

4. Price setting for transport of goods shall be determined by market forces.

Article 11

Special Transport

1. Special transport under this Agreement, shall be subject to authorization from the relevant authorities of the other Contracting Party. Such relevant authorities shall notify the result of its decision within 15 days after having received the application.

2. Means of Transport used in carrying out special transport shall display special signs in accordance and in compliance with the international practices mutually agreed upon by the Contracting Parties.

Article 12

Transport Services

1. Transport operators of each Contracting Party interested in carrying out international transport under this Agreement shall submit their applications to operate international road transport services in accordance with the laws and regulations of the other Contracting Party.
2. Any transport operator of one Contracting Party who has received such authorization as mentioned in paragraph 1 of this Article, may transport goods or passengers into or from the territory of the other Contracting Party.

Article 13

Inspections at Frontier Posts

1. Inspection of means of transport carried out by each Contracting Party in accordance with its regulations relating to entering and exiting its territory shall be conducted only at its frontier posts.
2. Inspection of goods in transit or goods transported by containers shall comply with international practices.

Article 14

Report at Inspection Points

Drivers of means of transport under this Agreement shall report at the inspection points to be agreed upon by the Contracting Parties.

Article 15

Transit Fees and Other Service Charges

1. The Contracting Parties shall collect service charges and fees related to transit under this Agreement at their designated border points at the rate set by each Contracting Party.
2. Fees for the usage of warehouse, storage yard, cargo/truck terminal, transshipment of goods services and other service charges including fees for port services shall be in accordance with the rates set by the Contracting Party providing the services and shall not exceed those collected from its national operators. Any change to such fees and charges shall be notified to the other Contracting Party 3 months prior to entering into force.

Article 16

Representative Office

In order to provide relevant authorities of each Contracting Party points of communications with transport operators of the other Contracting Party, each Contracting Party shall allow any transport operator of the other Contracting Party under this Agreement to set up a representative office in its territory or appoint an agent registered under the laws of the Contracting Parties.

Article 17

Assistance in case of Traffic Accidents

Should the means of transport under this Agreement including persons or goods of one Contracting Party be involved in a traffic accident in the territory of the other Contracting Party, the latter shall provide all possible assistance to the means of transport, including persons or goods, and notify the relevant authorities of the former Contracting Party as soon as possible. Reasonable costs, incurred from providing such assistance under this Agreement shall be borne by the former Contracting Party.

Article 18

Infringement of the Agreement

1. Should a transport operator of one Contracting Party violate the provisions of this Agreement or the laws or regulations of the other Contracting Party, the incident shall be resolved under the laws of the latter Contracting Party.
2. In case a violation of this Agreement is due to force majeure or natural disasters, the Contracting Parties shall resolve the issue through negotiations.

Article 19

Dispute Settlement

Any dispute arising from the application or interpretation of this Agreement shall be settled through negotiations between the Contracting Parties.

Article 20

Evaluation

The Contracting Parties agree to meet every year to evaluate and study new methods to increase efficiency in the implementation of this Agreement. The Contracting Parties agree to take turns to host the meeting.

Article 21

Amendments

Any amendments, modifications or additions to the provisions of this Agreement shall be mutually agreed upon in writing by the Contracting Parties.

Article 22

Entry into Force

This Agreement shall enter into force 60 days after signing 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' prior notice in writing, prior to the date of expiry of the Agreement, of its intention to terminate the Agreement.

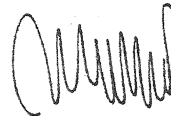
Done at Bangkok on August 17, 2001, in duplicate, in the Thai, Lao, and English languages, all texts being equally authentic. In case the differences in interpretation and application of the present Agreement arise, the English text shall prevail.

FOR THE GOVERNMENT OF
THE KINGDOM OF THAILAND



WANMUHAMADNOOR MATHA
Minister of Transport and
Communications

FOR THE GOVERNMENT OF
THE LAO PEOPLE'S
DEMOCRATIC REPUBLIC



BOUATHONG VONGLOKHAM
Minister of Communication, Transport,
Post and Construction

ANNEX A
CATEGORY AND TYPE OF MEANS OF TRANSPORT

The Contracting Parties agree to specify the category and type of means of transport used to carry out transport under this Agreement as follows:

A. Goods Vehicles

1. Type of goods vehicles shall conform to the specifications in Protocols 3 and 4 of the ASEAN Framework Agreement on the Facilitation of Goods in Transit done at Hanoi on 16 December 1998.

2. Type of goods vehicles:

a) Rigid vehicle

b) Articulated vehicle or semi-trailer

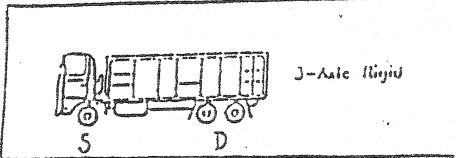
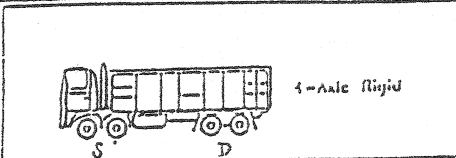
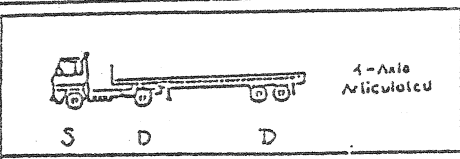
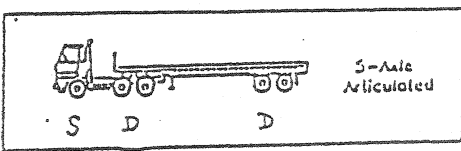
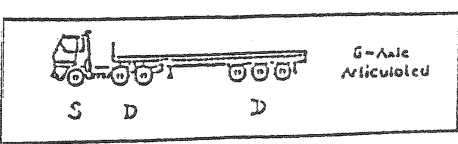
Goods vehicle dimension and technical requirements shall be as specified in the attachment to this Annex.

B. Passenger Vehicles

Passenger vehicles shall conform to international standards with a maximum of 45 seats.

MAXIMUM GOODS VEHICLE DIMENSION AND WEIGHT

1.	Maximum Length of Vehicle			
	1.1 Rigid Vehicle	not exceeding	12.20 meter	
	1.2 Articulated Vehicle	not exceeding	16.00 meter	
2.	Maximum Width of Vehicle			
	All vehicles	not exceeding	2.50 meter	
3.	Maximum Height of Vehicle			
	All vehicles	not exceeding	4.20 meter	
4.	Maximum Rear Overhang			
	60% of wheelbase			
5.	Maximum Permissible Gross Vehicle Weight		not exceeding	
	5.1 3 Axle Rigid Vehicle	rear axle-dual tyre	21.00 tonnes	
	5.2 4 Axle Rigid Vehicle	rear axle-dual tyre	25.00 tonnes	
	5.3 4 Axle Articulated-Vehicle	rear axle-dual tyre	32.00 tonnes	
	5.4 5 Axle Articulated-Vehicle	rear axle-dual tyre	36.00 tonnes	
	5.5 6 Axle Articulated-Vehicle	rear axle-dual tyre	38.00 tonnes	

TYPE OF VEHICLE	MAXIMUM PERMISSIBLE GROSS VEHICLE WEIGHT (Tonnes)
 <p>3-Axle Rigid</p>	21.0 T
 <p>4-Axle Rigid</p>	25.0 T
 <p>4-Axle Articulated</p>	32.0 T
 <p>5-Axle Articulated</p>	36.0 T
 <p>6-Axle Articulated</p>	38.0 T

S = single tyre
D = dual tyre

**ANNEX B
REST AREAS**

The Contracting Parties agree to designate rest areas or parking areas for means of transport under this Agreement in the territory of each Contracting Party as follows:

- a. Rest areas and/or parking areas for goods vehicles
Goods vehicles of the Contracting Parties shall stop at terminals or areas to be designated by each Contracting Party along the international road transport routes under Article 8 of this Agreement.
- b. Rest areas for passenger vehicles
Passenger vehicles used in cross-border transport of passengers between the Contracting Parties under this Agreement shall embark and disembark passengers at the designated points along the transport routes agreed upon by the Contracting Parties.