

**AGREEMENT ON COMMERCIAL NAVIGATION
ON LANCANG – MEKONG RIVER AMONG THE
GOVERNMENTS OF THE PEOPLE’S
REPUBLIC OF CHINA, THE LAO
PEOPLE’S DEMOCRATIC REPUBLIC,
THE UNION OF MYANMAR AND
THE KINGDOM OF THAILAND**

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

Aiming at developing on the Lancang – Mekong river the international passenger and cargo transportation among the Contracting Parties, and

Desiring to promote and facilitate trade and tourism, and to strengthen cooperation in commercial navigation on the basis of respect for sovereignty, equality, and mutual benefit,

HAVE AGREED AS FOLLOWS:

Article 1

For the purpose of this Agreement,

1. The term “vessel” shall mean any commercial vessel flying the national flag of one Contracting Party and registered in the Contracting Party’s territory;

2. The term “crew member” shall mean any person who is actually employed on board a vessel and holding the identity document as provided for in Article 11 of this Agreement and whose name is included in the crew list of the vessel;

3. The term “passenger” shall mean any person carried in a vessel of any Contracting Party who is neither employed nor engaged in any capacity on board that vessel and whose name is included in the passenger list of the vessel;

4. The term “cargo” shall mean any goods or merchandise carried for reward in the vessel of any Contracting Party in accordance with international practice;

5. The term “earnings” shall mean the amounts yielded by the undertakings of the shipping enterprises and, in particular, though not exclusively, shall in-

clude profits, interest, capital gains, dividends, royalties or fees;

6. The term “freely convertible currencies” shall mean currencies that the International Monetary Fund determines, from time to time, as freely usable currencies in accordance with the Articles of Agreement of the International Monetary Fund and amendments thereafter.

Article 2

The Contracting Parties agree that the Lancang – Mekong river shall be opened for commercial navigation among the four Contracting Parties one year after the signing of this Agreement. Vessels of any Contracting Party are entitled to sail freely between Simao in the People’s Republic of China and Luangprabang in Lao People’s Democratic Republic in conformity with the provisions of this Agreement and their relevant rules and regulations jointly adopted by the Contracting Parties.

No charges shall be levied upon vessels of a Contracting Party by reason only of their passage through the territory of the other Contracting Party except on-

ly as payment for specific services rendered to the vessel.

Article 3

Vessels of each Contracting Party shall be insured with insurance companies authorized by competent authorities of that Contracting Party. The terms and conditions of the insurance policies for this purpose shall be mutually agreed upon by the Contracting Parties.

Article 4

Each Contracting Party shall open its ports to vessels of the other three Contracting Parties for commercial navigation on the Lancang – Mekong river, as follows:

For China: Simao, Jinghong, Menghan and Guanglei;

For Laos: Ban Sal, Xiengkok, Muongmom, Ban Khouane, Houaysai and Luangprabang;

For Myanmar: Wan Seng and Wan Pong;

For Thailand: Chiangsaen and Chiangkhong.

If any Contracting Party desires to withdraw or designate additional port or ports for commercial navigation it shall notify other Contracting Parties in advance for making necessary arrangements.

Article 5

The Contracting Parties shall mutually grant to each other's vessels the most-favoured-nation treatment with regard to formalities relating to vessel entry and departure, customs clearance and other formalities, utilization of berths for loading and discharging of cargo, utilization of docks and warehouses and other port facilities, material supplies and levying of port charges.

Article 6

Vessels of any Contracting Party at the ports of another Contracting Party are only entitled to engage in the carriage of the inbound and outbound cargo and the passengers between the two countries. One Contracting Party may, with the permission of a second Contracting Party, undertake the carriage of the car-

goes and passengers between ports of the second Contracting Party and ports of a third Contracting Party.

Article 7

This Agreement shall not apply to cabotage, which means vessels of any Contracting Party shall not engage in the transportation of cargoes and passengers between the domestic ports of the other Contracting Parties.

Should vessels of one Contracting Party sail between ports of another Contracting Party to discharge inbound cargoes and / or disembark passengers from abroad, or to load outbound cargoes and / or embark passengers sailing abroad, it shall not be regarded as cabotage.

Article 8

Vessels and their crew members and passengers of one Contracting Party, during their stay and passage through the territory of another Contracting Party, shall respect the common navigation rules and the laws and regulations of the country of that Contracting

Party, in particular, customs and immigrations, environment protection and ecology balance and other laws and regulations concerning public order and national security.

The Contracting Parties shall give due publicity to all such laws and regulations.

Article 9

None of the Contracting parties shall interfere in the internal affairs of vessels of the other Contracting Parties during their stay within or passage through its territory and ports, except:

1. When the vessel, the crew or the passengers actions affect its national security, public order or the rights of its nationals;

2. Upon the request for assistance from the Master of the vessel, or from the diplomatic or consular officials of the country of which the vessel flies the flag;

3. Such measures required to suppress and prevent smuggling, illicit dealing in drugs and restricted and prohibited goods as well as illegal entry of aliens.

The Contracting Parties shall designate authori-

ties concerned which will jointly coordinate to establish measures for the prevention of possible differences or disputes which might arise from implementation of this Article.

Article 10

Vessels of one Contracting Party, sailing in the territory of another Contracting Party, shall be exempted from local pilotage requirement under normal conditions. However, should the Master or owner of a vessel ask for pilotage assistance, it will be provided by the Contracting Party concerned subject to the request having been made in advance.

Article 11

One Contracting Party shall recognize crew members' identity documents issued by the competent authorities of the other Contracting Parties.

These identity documents shall be:

For crew members of Chinese vessels: Seafarer's
Passport of the People's Republic of China;

For crew members of Lao vessels: Seaman's

Book of the Lao People's Democratic Republic;
For crew members of Myanmar vessels: Seaman's
Book of the Union of Myanmar;
For crew members of Thai vessels: Seaman's
Book of the Kingdom of Thailand.

Article 12

Holders of crew members' identity documents of one Contracting Party specified in Article 11 hereof shall be permitted a temporary stay ashore in the city or town where the port is located during their vessel's stay in the port of another Contracting Party.

The crew members of the vessels of one Contracting Party requiring medical treatment in the territory of another Contracting Party shall be allowed by the competent authorities of this Contracting Party to remain in its territory for the period of time necessary for such treatment.

Article 13

Holders of crew members' identity documents of one Contracting Party specified in Article 11 hereof

shall be permitted without a visa, as passengers by any means of transport, to enter the territory of another Contracting Party or to pass through its territory in transit when joining vessels or being repatriated or moving from one vessel to another.

Article 14

Each Contracting Party reserves the right to deny the entry into its territory of any crew member or any passenger it considers undesirable under its laws.

Article 15

Each Contracting Party shall recognize the nationality of vessels of the other Contracting Parties on the ground of the certificate of registry duly issued by the competent authorities of the other Contracting Parties.

Each Contracting Party shall accept the vessels' tonnage certificate duly issued or recognized by the other Contracting Parties without the necessity of re-measuring the vessels concerned. All port dues and charges shall be calculated on the basis thereof or of

the tonnage certificates of a third country to which one Contracting Party has no objection and which are accepted by the other Contracting Party.

Article 16

Where vessels of one Contracting Party cannot perform normal navigation in the territorial waters of another Contracting Party because of *inter alia* running aground, colliding with rocks or encountering rapids, the Contracting Party concerned shall allow the crew members and passengers on board to go ashore and travel through the reaches where normal navigation cannot be performed. The competent authorities of the Contracting Party into whose territory the crew members and passengers enter shall be notified as soon as possible.

Article 17

For the safety of life, health and the protection of the environment the carriage under this Agreement of hazardous materials such as toxic chemicals, explosives and radioactive material shall be prohibited.

However, the carriage of some other types and categories of dangerous goods and the safety measures thereof may be agreed upon by consultation among the Contracting Parties.

Article 18

Should a vessel of one Contracting Party be involved in navigational casualties or any other accident in the territory of another Contracting Party, the competent authorities of this Contracting Party shall immediately initiate search and rescue operations and extend every possible help and care to the vessel, crew members, passengers and the cargoes, and shall immediately notify the competent authorities of the Contracting Party involved.

Where the cargoes salvaged from the vessel which suffered such accidents need to be temporarily stored in the territory of the other Contracting Party, such cargo shall be exempted from all taxes, unless they are used for consumption or for sale in its territory.

The crew members and passengers in distress shall respect the laws and regulations of another Contracting Party as they are staying ashore in the territo-

ry of this Contracting Party. The competent authorities thereof shall, in accordance with the international practice, take measures needed for facilitating the distressed crew members and passengers to go to their destination.

Article 19

All earnings by the shipping enterprises of one Contracting Party in the territory of any other Contracting Party shall be effected in freely convertible currencies in accordance with foreign exchange laws and regulations in force in that Contracting Party. Such earnings can be used for making payments in the territory of another Contracting Party or be remitted freely from this country.

Article 20

Should shipping enterprises of one Contracting Party wish to establish representative offices in the territory of another Contracting Party, they shall be permitted upon application in accordance with the latter's laws and regulations.

Article 21

With a view to promoting the objectives of this Agreement and to resolving problems which may arise from its implementation, representatives of the Contracting Parties shall hold meetings at least once a year alternately in the country of the Contracting Parties or whenever necessary upon request by any Contracting Party to consult and to promote cooperation in the following matters, *inter alia*:

(a) the maintenance and improvement of the navigability of the river;

(b) measure to increase safety for navigation and protection of environment;

(c) exchange of information on navigation channels, obstacles and obstructions relating to navigation safety;

(d) improvement and expansion of port facilities;

(e) cooperation and coordination in the customs, immigration and other related matters;

(f) for the purpose of safe and smooth navigation, especially in dry season, to cooperate to a possible extent in the provision of water flow and the rele-

vant data;

(g) cooperation in improvement of telecommunication network for the foregoing purposes;

(h) formulation and improvement of relevant common rules and regulations for the effective implementation of this Agreement;

(i) other matters arising from the interpretation and application of this Agreement.

Article 22

For the purposes of this Agreement, the coordinating agency of each Contracting Party is as follows:

For the People's Republic of China: the Ministry of Communications;

For the Lao People's Democratic Republic: the Ministry of Communication, Transport, Post and Construction;

For the Union of Myanmar: the Ministry of Transport;

For the Kingdom of Thailand: the Ministry of Transport and Communications.

Article 23

This Agreement shall enter into force for five years from the date of its signature. Thereafter, it shall be automatically renewed for successive periods of three years unless a Contracting Party gives notice in writing to terminate this Agreement three months before the expiry of its validity.

Article 24

Any modification or amendment to this Agreement has to be notified in writing to the other Contracting Parties at least three months in advance for consultations among all Contracting Parties. Any such modification and amendment shall be effected by consent of all the Contracting Parties.

Article 25

Any differences or disputes that may arise out of or in connection with the implementation or the interpretation of this Agreement shall be settled amicably

through consultation by the parties concerned.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed this Agreement.

Done in four originals in English at Tachileik, Myanmar on 20th April, 2000.

黄镇东

For the Government
of the People's
Republic of China

For the Government of
the Lao people's
Democratic Republic

For the Government of
the Union of Myanmar

For the Government of
the Kingdom of Thailand