HB 2719

PROTOCOL

FOR

IMPLEMENTATION OF THE AGREEMENT

BETWEEN

THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM

AND

THE ROYAL GOVERNMENT OF CAMBODIA

ON

ROAD TRANSPORTATION

CONTENTS

PROTOCOL FOR IMPLEMENTATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM AND THE ROYAL GOVERNMENT OF CAMBODIA ON ROAD TRANSPORTATION

1-	SECTION I:	Registration and Type of Motor Vehicle	2
2-	SECTION II:	Conditions Requirement of Road Vehicle	4
3-	SECTION III:	Temporary Importation and Re-exportation of Motor Vehicles	8
4-	SECTION IV:	Compulsory Motor Vehicle Insurance	9
5-	SECTION V:	Cross-Border Movement of People	10
6-	SECTION VI:	Carrier Liability Regime of Passenger Transport	12
7-	SECTION VII:	Cross-Border Transport of Goods	19
8-	SECTION VIII:	Carrier Liability Regime of Transport of Goods	30
9-	SECTION IX:	Criteria for Licensing of Transport Operators Engaged in Cross-Border Transport Operations	34
10-	SECTION X:	Custom Clearance and Sanitary and Phytosanitary Inspection	36
11-	SECTION XI:	Designation of Entry and Exit Points	36
12-	SECTION XII:	Charges on Cross-Border Traffic	37
13-	SECTION XIII:	Final Provisions	38
14-	Appendixes		40

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ON
ROAD TRANSPORTATION

The Government of the Socialist Republic of Vietnam and the Royal Government of Cambodia (hereinafter referred to as "Contracting Parties");

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

Have agreed as follows:

SECTION I

REGISTRATION AND TYPE OF MOTOR VEHICLES

Article 1: Registration Obligation

Motor vehicles and semi-trailers used in cross-border traffic shall be registered in their Home Country in accordance with the rules set out in this Protocol.

Article 2: Use of Language and characters

In vehicle identification marks, registration certificate, and registration plates, the particulars shall be entered in English language (in block and/or lowercase letters) and Arabic numerals. The prescribed use of English language and Arabic numerals shall not prohibit the repeating of the particulars by the parallel use of national language and characters.

Article 3: Identification Marks

1) Every motor vehicle in cross-border traffic shall bear the following identification marks:
   a) the name or the trademark of the manufacturer of the vehicle;
   b) on the chassis or in the absence of a chassis, on the body, the manufacturer's production or serial number; and
   c) on the engine, the engine number if such a number is placed on it by the maker not for semi-trailers.
2) These identification marks shall be placed in accessible positions and shall be easily legible. In addition they shall be such that they cannot be easily altered or removed.

Article 4: Registration Certificate

1) Every motor vehicle in cross-border traffic shall carry a valid certificate of registration issued by the competent authority of its Home Country.

2) It shall bear the following particulars:
   a) Basic Information
      a.1 Title: vehicle registration certificate
      a.2 Name (and logo) of the issuing authority
      a.3 Address and contact data of the issuing authority (optional)
      a.4 Country (also via the distinguishing sign) of the issuing authority
      a.5 Authentication (seal/stamp, signature)
      a.6 Date of issuance of the vehicle registration certificate

   b) The Registration Particulars
      b.1 License plate, or registration number
      b.2 The distinguishing sign of the county of registration
      b.3 Date of first registration
      b.4 The period of validity if not unlimited

   c) The Particulars of the Owner/Holder of the Certificate
      c.1 Full name
      c.2 Address

   d) The Particulars of the Vehicle
      d.1 Type: Truck, bus, passenger car, etc
      d.2 Body
         d.2.1 Brand/Trademark
         d.2.2 Model/code (if applicable)
         d.2.3 Color (RAL Code)
         d.2.4 Year of manufacture (if available)
         d.2.5 Chassis serial number
         d.2.6 Number of axles
         d.2.7 Empty weight (tare) (trucks and buses)
         d.2.8 Gross weight (trucks) or seat capacity (buses)
         Note: Empty weight and Gross weight shall be painted on the body of vehicles (Optional)
      d.3 Engine
         d.3.1 Brand (if different from body)
         d.3.2 Number of cylinders
         d.3.3 Capacity
         d.3.4 Horsepower
         d.3.5 Serial number

Article 5: Registration Plate

Every motor vehicle in cross-border traffic shall display its registration number on a special flat vertical plate(s) fixed at the front and at the rear of the vehicle at right angles to the vehicle's median longitudinal plane, legible at a distance of 35-40 meters. The surface of the plate may be of a reflecting material. Similarly, semi-trailers need to display the registration number at least at the rear.

Article 6: Distinguishing Nationality Sign

1) Every motor vehicle in cross-border traffic shall in addition to its registration number, display at the rear a distinguishing sign of the Country in which it is registered. This distinguishing sign shall consist of one to three letters in capital Latin Characters, at least 0.08 meter high and with strokes at least 0.01 meter wide. The letters shall be painted in black on white background in the shape of an ellipse with the major axis horizontal.

2) The distinguishing sign shall not be incorporated in the registration number or be affixed in such a way that it could be confused with that number or impair its legibility.

3) The way of display shall follow the rules with respect to the registration number.

4) The distinguishing sign for the motor vehicles of each country shall be as follows:
   a) Cambodia: KH
   b) Vietnam: VN

Article 7: Mutual Recognition

Each Contracting Party shall recognize the motor vehicle registration plate, the motor vehicle registration certificate, and the motor vehicle inspection certificate and/or inspection mark and driving licenses and cross-border transport permit issued by the competent authority of the other country.

SECTION II

CONDITIONS REQUIREMENT OF ROAD VEHICLE

Article 8: Types and quantity of road vehicles

The Contracting Parties hereby agree that the motor vehicles permitted to engage in the cross-border transport (non-commercial and commercial vehicles) shall be those having the following types:

1) Commercial vehicles means vehicles engaged in transport of goods and/or people for reward.

2) Non-commercial vehicles shall be those as defined in Article 2 of the Agreement.

3) Initially for a period of 12 months, the Contracting Parties hereby agree that the number of commercial vehicles, which shall be allowed to perform cross border transport, shall be not more the 40 for each country. Thereafter, the quantities of road vehicles shall be discussed from time to time between the Contracting Parties.

4) In the initial period, the only non-commercial vehicles that shall be allowed to perform cross-border transport are official or special vehicles, i.e., diplomatic vehicles, vehicles owned by international organization, government vehicles, officials mission vehicles, vehicle driven by overseas business people, fire fighting vehicle and ambulance.

5) In a subsequent period to be mutually determined, the Contracting Parties shall allow other non-commercial vehicles to perform cross-border transport subject to mutually agreed conditions.

Article 9: Technical requirements of vehicles

The road transit transport vehicles and cross border transport vehicles to which this Protocol applies, shall not be allowed to engage in cross-border transport, unless the following technical requirements are fulfilled:

1) Maximum vehicle dimensions viz:
   a) Maximum length of vehicle as detailed in Appendix A and B,
   b) Maximum width of vehicles as detailed in Appendix C,
   c) Maximum height of vehicles as detailed in Appendix D, and
   d) Rear overhang as detailed in Appendix E;

2) Maximum permissible gross vehicle weight subject to relevant national laws or regulations of the Host Country, which shall be provided to the relevant Competent Authorities of the two countries;

3) Emission standards as follows:
   a) Exhaust emission (smoke)-50% (Opacity or Bosch unit) or 50 HSU; and

4) Other related requirements, viz:
   a) Brake Efficiency: 50% of the axle weight and
   b) Side slips: plus (+) or minus (-) 5m/km.

Article 10: Technical conditions for load compartment of road vehicles and for the containers

The vehicle and the containers used for cross-border transport of goods shall be constructed and equipped in such a manner that:

1) any smuggling of goods by clandestine substitution, removal from or introduction in the load compartment without leaving obvious traces of tampering or without breaking the customs seal is prevented;
2) it does not contain any concealed spaces where goods my be hidden; and
3) all spaces where goods can be stored are readily accessible for customs inspection.

Article 11: Documents Requirement

1) The following documents shall be carried on a road transport vehicle at all times when it is in the territory of the relevant Contracting Party across whose territory the road transport vehicle passes:

   a) For passenger transport vehicles:
      a.1. Motor vehicle registration certificate
      a.2. Motor vehicle inspection certificate
      a.3. Cross-border transport permit
      a.4. List of passengers certified by the bus station office
      a.5. Valid Compulsory Third Party Motor Vehicle Liability Insurance certificate issued by the Host Country
      a.6. Valid Passenger Liability Insurance certificate
      a.7. Customs declaration form for entry, exit of vehicles through the border checkpoint

   b) For goods transport vehicles:
      b.1. Motor vehicle registration certificate
      b.2. Motor vehicle inspection certificate
      b.3. Cross-border transport permit
      b.4. Consignment Note
      b.5. Customs documents for goods
      b.6. Valid Compulsory Third Party Motor Vehicle Liability Insurance certificate issued by the Host Country
      b.7. Customs declaration form for entry, exit of vehicles through the border checkpoint

   c) For other motor vehicles:
      c.1. Motor vehicle registration certificate
      c.2. Motor vehicle inspection certificate
      c.3. Cross-border transport permit
      c.4. Valid Compulsory Third Party Motor Vehicle Insurance certificate issued by the Host Country
      c.5. Customs declaration form for entry, exit of vehicles through the border checkpoint

2) The following documents shall be carried by persons who are in the territory of the Host Country:
   a) For driver:

a.1 a valid national (or international) driving license

a.2 a valid passport or international travel document in lieu of passport issued by the Home Country, and visa issued by the competent authority of the Host Country, as required

b) For passengers (visitors):
a valid passport or international travel document in lieu of passport issued by the Home Country, and visa issued by the competent authority of the Host Country, as required

3) All documents as mentioned above, and their certified English translation, shall be made available for inspection upon demand by the relevant authorities of the Contracting Parties across whose territory the cross -border transport vehicle passes.

Article 12: Cross-Border Transport Permit

1) All vehicles, except fire fighting vehicles and ambulances, registered in either contracting parties, as provided in Article 8 of this Protocol, engaged in Cross-Border Transportation into the territory of other Contracting Party, shall have a Cross- Border Transport Permit issued by Home Country.

2) Competent Authorities of both Contracting Parties shall issue transport permit for each vehicle of their own country accordingly to implement cross-border transportation of goods and passengers between the two countries. For commercial vehicles, issuing authorities must write clearly the name of border gates, name of destination, name of transportation routes allowed to use.

Article 13: Form of Cross-Border Transport Permit

1) The Cross-Border Transport Permit shall include (a) the Vietnam-Cambodia Cross-Border Transport Permission Book, and (b) a sign on the vehicle to indicate that it is engaged in cross-border transport. The Cross-Border Transport Permission Book shall be printed in both English and respective national language. The respective national language text shall be printed above the English language text. The form of the Cross-Border Transport Permission Book shall be in accordance with the format attached in Appendix F. The form of the sign shall be in accordance with the format attached in Appendix G.

2) The Cross-Border Transport Permission Book shall be of two types: (i) a booklet license issued for road transport vehicles that will be permitted multiple entry travel between the two countries for a validity period of one year, with each entry not exceeding a period of 30 days; and (ii) a booklet license issued for road transport vehicles that will be permitted

single entry travel between the two countries for a validity period of not exceeding 30 days.

SECTION III

TEMPORARY IMPORTATION AND RE-EXPORTATION OF MOTOR VEHICLES

Article 14: Duties, Taxes, Prohibition, and Restriction

Each Contracting Party shall grant temporary admission to its territory of motor vehicles registered in the country of the other Contracting Party, without payment of import duties and taxes and free of import prohibitions and restrictions and subject to re-exportation and other conditions laid down in this Protocol.

Article 15: Extension to other Items

The accessories, toolkit, and other articles that form the normal equipment of the motor vehicles and the fuel in the ordinary/originally supply tanks, and the lubricants in quantities necessary for use during transport operation, maintenance supplies, and spare parts for the repair of the vehicle, shall be governed by the same regime. They need to be declared to Customs Authorities, and exempted from duties and taxes.

Article 16: Temporary Admittance of Motor Vehicles

As an interim measure until such time that a guaranteeing mechanism is established between the two countries, a list of motor vehicles that are eligible for cross-border movement mutually agreed by the Contracting Parties shall be exchanged between the relevant Competent Authorities. These vehicles shall be allowed to be temporarily admitted to the Host Country without guarantee.

Article 17: Re-Exportation

1) Motor Vehicles temporarily admitted in the Host Country shall be re-exported in the same general state, except for wear and tear, within the allowable period of validity of such papers. Otherwise, the motor vehicles shall be considered illegally imported in the Host Country, and subject to relevant action(s) prescribed under the national laws and regulations of the Host Country.

2) Unused spare parts or defective components dismantled from motor vehicles shall be subject to being taken back out of the country.

3) A temporarily imported motor vehicle that has been heavily damaged in an accident shall be exempt from the obligation of re-exportation, provided:

   a) the import duties and taxes are paid; or

b) it has been abandoned to and accepted by the relevant Competent Authority of the Host Country; or

c) it has been destroyed under official Host Country supervision at the expense of the importer and any salvaged parts are either re- exported or paid import taxes and duties for.

4) If the importer is unable to timely re-export the vehicle due to circumstances beyond his will, he is to file a request for an extension of the re- exportation period with the Host Country's Customs Authorities before the expiry date. The Host Country's Customs Authorities will grant such extension if they are satisfied that the timely re-exportation is prevented by force majeure.

5) Temporarily admitted vehicles shall be allowed to stay in the territory of the Host Country for a period not exceeding 30 days, with possible extension of not more than 10 days.

Article 18: Evidence of Importation and Re-exportation

Evidence of importation of the motor vehicle and its re-exportation shall be documented by the Customs declaration form for entry, exit of vehicles through the border checkpoint.

SECTION IV

COMPULSORY MOTOR VEHICLE INSURANCE

Article 19: Compulsory Motor Vehicle Insurance

All motor vehicles involved in the Cross-Border transport of goods or passengers shall be subject to the compulsory motor vehicle insurance, in compliance with the national laws and regulations of the respective host country.

All motor vehicles involved in the Cross-Border transport of goods or passengers shall be subject to the compulsory third party liability insurance for motor vehicles, in compliance with the national laws and regulations of the respective host country.

SECTION V

CROSS- BORDER MOVEMENT OF PEOPLE

Article 20: Valid Passport and Travel Document

1) **Passport or International Travel Documents and Visas for People Crossing Border**

a) **Passport, *or other* International Travel Documents**

People crossing the border shall carry a valid passport, or other international travel document in lieu of passport. Each Contracting Party shall provide the other Contracting Party with specimens of passport or international travel documents in lieu of passport through diplomatic channels. People crossing the border shall meet the visa requirements of the Host Country, in accordance with the Host Country laws and regulations.

2) **Visa Issuance Conditions and Procedures**

a) General Conditions for People Crossing the Border

a.1 Issuance formalities, conditions, procedures, types, and characteristics of visas shall be subject to laws and regulations of the Host Country, except as provided in this Protocol.

a.2 The time for issuance or refusal of a visa shall be no more than 10 working days.

b) Specific Conditions for Driver/Crew of Commercially Operated Road Vehicles (hereinafter referred to as driver/crew)

b.1 Period of Visa Validity

The driver/crew shall be issued by the Host Country a single/multiple entry/exit visa for a maximum validity period of one year until such time that the relevant laws are amended to allow the issuance of multiple entry/exit visa for a minimum validity period of one year.

b.2 Required Documents To Support the Application

The application for a visa by driver/crew members shall be supported by a certificate of employment issued by an authorized transport operator of the Home Country. The applicant driver shall also submit a copy of his/her valid driving license to the Host Country.

3) **Language**

In addition to any national language(s), all particulars in passports or international travel documents in lieu of passports and visas shall also be expressed in English language.

Article 21: Health Inspection of People

1) **General:** The Host Country shall apply its national laws and regulations in compliance with the International Health Regulations of the World Health Organization (WHO).

2) **Principle: no examination.**
As a rule, people who:
   a) carry the prescribed WHO health documents,
   b) do not come from and have not passed through a known infected or risk area; and
   c) do not show any external symptoms of a contagious disease endangering public health will not be subjected to routine medical checks, inspection, or examination.

3) **Exception: examination is permissible in particular cases.**
People who may be subjected to medical examination are those who:
   a) do not carry the prescribed WHO health documents;
   b) come from or have transited through a known infected or risk area; or
   c) show external symptoms of a contagious disease endangering public health.

4) **Reaction to Spotting Infected Individuals**
Whenever people are, upon medical examination, found to be infected with a contagious disease endangering public health, the relevant competent authority may:
   a) deny access to the territory or repel the foreign individual if his medical condition enables him to travel;
   b) if not, offer appropriate medical care and treatment in isolation/quarantine to the individual; and
   c) notify promptly the WHO via the appropriate channels in accordance with the applicable rules.

5) **Health Documents**: People may be required to carry personal health documents prescribed by the WHO (e.g., yellow fever vaccination certificate).

Article 22: Sanitary Inspection of Personal Effects

Competent Authorities of the two countries shall comply with international agreements related to the regulations of the World Health Organization, Food

and Agriculture Organization, and Office International des Epizooties in applying inspection of goods, include all the temporary importation of personal effects.

Article 23: Transport Price

1) For non-scheduled services, the transport price will be freely determined by market forces, but subject to antitrust restrictions, so as to avoid excessively high or low pricing.

2) The Contracting Parties and transport operators shall refrain from any measures, agreements or practices tending to distort free and fair competition, such as cartels, abuse of dominant position, dumping, and state subsidization. They shall be denied any effect and be null and void. Contracting Parties shall ensure that their respective transport operators conform to this precept.

3) For scheduled services, the Contracting Parties will agree on the transport price.

SECTION VI

THE CARRIER LIABILITY REGIME OF PASSENGER TRANSPORT

Article 24: Definitions

For the purpose of the carrier liability regime of this Section, the following meanings shall apply to the underlined terms:

1) Accompanied Luggage: luggage that travels with the passenger on the same means of transportation.

2) Carrier: a person who undertakes to carry for reward or gratuitously in the course of his/her business, goods or passengers and where appropriate the latter's luggage.

3) Delay: delay in the performance of the carriage when it did not arrive at the destination within the agreed period or in the absence of such an agreement, within the normal period of time required for a due diligent carrier in the same circumstances.

4) Force Majeure: circumstances resulting in loss, damage, or delay that the carrier could not foresee and avoid, and the consequences of which the carrier was unable to prevent or control.

5) Hand Luggage: luggage kept by the passenger with him/her during the carriage.

6) Passenger: any person who, in the performance of a contract of carriage made by him/her or on his/her behalf, is carried by a carrier either for reward or gratuitously in the course of the latter's business.

7) Registered Luggage: luggage taken over from the passenger by the carrier for the purpose of the carriage.

8) Remarks: statements made by the carrier or the passenger on the condition of the luggage upon its taking over or delivery.

9) Transport Operator: a natural or legal, private or public person, who carries goods and/or People by road for reward.

10) Unaccompanied Luggage: luggage conveyed like cargo, normally not on the same means of transportation as the passenger

Article 25: Scope of Application

1) The carrier liability regime set out below shall apply to every contract for the carriage of goods, or passengers and their luggage for reward or gratuitously in the course of the carrier's business by road in a motor vehicle, when the passenger's place of departure and destination are situated in the territories of the Contracting Parties.

2) The carrier liability for carriage of unaccompanied luggage will be governed by the regime stipulated in Articles 68, 69, 70, 71, and 72 of this Protocol.

Article 26: Accompanied Luggage Allowance and Excess Luggage Charges

1) For non-scheduled transport service the luggage allowance is left to the mutual agreement between the parties to the contract of carriage.

For scheduled transport services each passenger is to be allowed to bring along free of charge luggage weighing up to 20 kilograms and of reasonable size. Transport operators may charge for excess luggage. The surcharge may vary depending on the route, but shall not exceed five percent of a full-fare passenger ticket price per excess kilogram of weight.

Article 27: Unaccompanied Luggage

The tariff for unaccompanied luggage shall be governed by the regime stipulated in Section VIII to the Protocol.

Article 28: The Contract of Carriage

1) **Transport Documents**

Passenger Ticket

a) The contract of carriage shall be recorded via the issuance of a collective or individual passenger ticket. The absence, irregularity, or loss of the ticket shall not affect the existence or the validity of the contract of carriage, which shall remain subject to the provisions of this Protocol.

b) The ticket shall mention in the national language and in English the following particulars:
   - b.1 the name and address of the carrier;
   - b.2 the point of departure and destination;
   - b.3 the date of the journey or the period of the validity of the ticket;
   - b.4 the transport price; and
   - b.5 a reference to the rule of law containing the liability regime of this Protocol.

c) The ticket may be issued to a named person or to bearer.

Luggage Registration Voucher

d) For registered luggage, the carrier shall issue a luggage registration voucher, which may be combined with the passenger ticket.

e) The luggage registration voucher shall mention in the national language and in English the following particulars:
   - e.1 the name and address of the carrier;
   - e.2 the point of departure and destination;
   - e.3 the date of issuance;
   - e.4 the transport price;
   - e.5 a reference to the rule of law containing the liability regime of this Protocol; and
   - e.6 the number and weight of the luggage.

f) In case of absence of the luggage voucher or omission to indicate the weight or number of the registered luggage, the luggage weight and number shall be presumed to be the maximum allowance.

2) **Remarks**

a) Upon registration of the luggage, the carrier shall check its apparent condition, and when necessary make appropriate remarks on the luggage registration voucher.

b) In the absence of remarks on its condition by the carrier, the luggage is presumed to be in good condition.

Article 29: Principles of Carrier Liability

1) **Mandatory Law**
Any clause in the carriage contract directly or indirectly derogating from the provisions of the carrier liability regime of this Protocol, unless it is in favor of the passenger, shall be null and void. The nullity of such a stipulation shall however not affect the validity of the other provisions of the contract.

2) **In Contract and in Tort**
The present liability regime will govern any claim arising out of the performance of the carriage contract under this Protocol, however founded, whether in contract or extra- contractually.

3) **Vicarious Liability for Servants, Agents, and Subcontractors**
In connection with his/her tasks, the carrier shall be responsible for acts and/or omissions of his/her servants, agents, and subcontractors, who will be entitled to avail themselves of the same defenses as the carrier.

Article 30: Subject of Carrier Liability

1) **Personal Injury**

The carrier shall be liable for loss or damage resulting from the death or wounding or from other bodily or mental injury caused to a passenger as a result of an accident related to the carriage and occurring while the passenger is on board or entering or exiting the vehicle.

2) **Delay**

The carrier shall be liable for damages resulting from delay in the arrival of the passenger and/or his luggage.

3) **Loss of or Damage to Registered Luggage**

a) The carrier shall be liable for the total, or partial loss of, or damage to the luggage that occurred in the period between the time that the carrier takes the goods in charge and the time of delivery.

b) Constructive Loss: If the registered luggage is not delivered within 30 days from the moment of the actual, scheduled, or normal arrival time, whichever is later, the luggage will be deemed lost. The passenger is then entitled to claim compensation for loss. Upon recovery of the luggage later on, the carrier shall notify immediately the passenger, who shall be entitled to opt for delivery of the luggage against refund of the compensation already received, but without prejudice to any claim for compensation for

partial loss, damage, or delay. If the passenger does not require the return of the luggage, the carrier shall be entitled to deal with the luggage at his/her discretion, subject to the law of the place where the goods are situated.

4) **Loss of or Damage to Personal Effects**

The carrier shall be liable for the total, or partial loss of, or damage to the personal effects carried or worn by the passenger as a result of an accident related to the carriage and occurring while the passenger is on board or entering or exiting the vehicle.

Article 31: Measure of Compensation: Limitation of Carrier Liability

1) **In General**

a) The limits of liability shall be exclusive of legal expenses and interests. Higher limits may be agreed between the parties to the contract of carriage.

b) In addition to the compensation, the carrier shall be held to refund all or part of the transport price commensurate to the degree of his/her malperformance. He/she will owe no further damages.

c) The amount of compensation for death, wounding, or other bodily or mental injury of the passenger or total, or partial loss of, or damage to the luggage, or damage resulting from delay, shall be established according to the national law of the court where the liability action is brought.

d) Also, the claimant's right to sue shall be determined according to the national law of the court where the action for compensation is brought.

e) The claimant is entitled to claim interest on the compensation due at the rate of 5 percent per annum from the date the claim was sent in writing or legal proceedings were instituted in court or arbitration was initiated.

2) **Regarding Personal Injury**

a) The total amount of compensation due by the carrier for the death or wounding or bodily or mental injury caused to a passenger in respect of the same occurrence shall be a minimum of US$2,500 per victim.

b) If there is more than one claimant per victim, and if the total of their claims exceeds the limits established, the claims shall be reduced proportionally.

3) **Regarding Loss of and Damage to Luggage and Personal Effects**

a) Registered Luggage

The amount of compensation due from the carrier for the loss of or damage to registered luggage shall not exceed US$13 per kilogram gross weight of luggage short delivered or of each item damaged, or US$252 per unit, whichever is higher.

b) Hand Luggage and Personal Effects

The amount of compensation due from the carrier for the loss of or damage to hand luggage or personal effects worn or carried by the passenger shall be limited to US$252.

c) Overall Limit

The total amount of compensation due from the carrier liability for one passenger's belongings shall not exceed US$504.

4) **Regarding Delay**

The amount of compensation due from the carrier for damage, other than physical damage to luggage or personal effects or bodily injury of the passenger, resulting from delay shall be limited to an amount not exceeding the transport price.

Article 32: Exoneration of Carrier Liability

1) The carrier shall be relieved of liability, to the extent that the accident, loss, delay, or damage was caused by:

   a) force majeure;(i.e. circumstances which the carrier could not avoid and the consequences of which he was unable to prevent);

   b) inherent defect of the luggage or personal effects;

   c) contributory negligence of the passenger himself/herself; or

   d) the passenger's pre-existing health condition.

2) The defective condition of the vehicle used for the performance of the carriage, or the physical or mental failure of the driver, shall not relieve the carrier of his/her liability.

Article 33: Lifting of the Exclusion or Limitation of Carrier Liability

The carrier is not entitled to the benefit of the limitation or exoneration of liability if it is proved that the death, injury, loss, damage or delay in delivery and/or arrival resulted from a personal act or omission of the carrier or his/her

servants agents and subcontractors, done with the intent to cause such death, injury, loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result.

Article 34: Claims and Actions

1) **Remarks on Delivery**

a) Upon delivery of the luggage, the passenger shall check the number, contents, and condition of the luggage, and if shortage or damage is found, make immediately appropriate remarks in writing to the carrier.

b) In case of receipt of the luggage without remarks, the luggage shall be presumed to have been delivered complete and intact.

2) **Time Bar**

Claims for compensation arising out of a carriage under this Protocol shall be time barred unless an action was filed with the court or arbitration was initiated within the following periods from the date of the accident or the actual, scheduled, or normal arrival time at destination, whichever is later:

a) three years in case of death, or wounding or any other bodily, or mental injury to a passenger; and

b) 180 days in case of loss of or damage to and delay of the luggage and personal effects, and delay in the arrival of the passenger.

3) **Jurisdiction**

a) An action for compensation based on this Protocol may be brought in the courts of the two countries:
   a.1 where the carriage originated from or was destined to;
   a.2 where the loss or damage occurred, if identified;
   a.3 where the principal place of business of the carrier is located; or
   a.4 where the habitual residence of the claimant is located.

b) The claim for compensation may also be settled by means of arbitration based on an agreement entered into between parties concerned after the claim has arisen.

Article 35: Compulsory Passenger Carrier Liability Insurance

With respect to his/her liability for death or injury of passengers, the carrier shall also comply with his/her obligation by contracting for the account of the passenger an insurance against personal injury, for actual damage for a

2) This Section shall not apply to carriage performed under the terms of any international postal conventions.

Article 38: Pricing

1) The transport price will be freely determined by market forces, but subject to antitrust restrictions, so as to avoid excessively high or low pricing.

2) Contracting Parties and transport operators shall refrain from any measures, agreements or practices tending to distort free and fair competition, such as cartels, abuse of dominant position, dumping, and state subsidization. They shall be denied any effect and be null and void. Contracting Parties shall ensure that their respective transport operators conform to this precept.

Article 39: The Contract of Carriage

1) **Consignment Note**

a) The contract of carriage shall be recorded via the issuance of a consignment note in three original copies signed by the consignor and the carrier. The signatures may be in the form of handwriting, print, perforated, stamped, symbols, or in any other mechanical or electronic forms, not inconsistent with the laws of the country where the consignment note is issued. The first copy shall be handed to the consignor, the second copy shall accompany the goods, and the third copy shall be retained by the carrier.

b) The consignment note shall conform to the model shown in Appendix H, and contain the following particulars:

b.1 the date of the consignment note and the place at which it is made out;

b.2 the name and address of the consignor;

b.3 the name and address of the carrier;

b.4 the place and the date of taking in charge of the goods and the place designated for delivery;

b.5 the name and address of the consignee;

b.6 the description in common use of the nature of the goods and the method of packing, and, in the case of dangerous goods, their description in accordance with Article 66 of this Protocol;

b.7 the number of packages and their special marks and numbers;

b.8 the gross weight of the goods or their quantity otherwise expressed;

b.9 charges relating to the carriage (carriage charges, supplementary charges, and other charges incurred from the making of the contract to the time of delivery);
b.10 value of the goods for customs purposes;
b.11 the requisite instructions for Customs and other formalities; and
b.12 a statement that the carriage is subject, notwithstanding any clause to the contrary, to the provisions of this Protocol.

c) Where applicable, the consignment note shall also contain the following particulars:
c.1 a statement that trans-shipment is not allowed;
c.2 the charges which the consignor undertakes to pay;
c.3 the amount of "cash on delivery" charges;
c.4 a declaration of the value of the goods and the amount representing special interest in delivery;
c.5 carrier and consignee remarks;
c.6 the consignor's instructions to the carrier regarding insurance of the goods;
c.7 the agreed time limit within which the carriage is to be carried out; and
c.8 a list of the documents handed to the carrier.

d) The parties may enter in the consignment note any other particulars that they may deem useful.

e) The absence, irregularity or loss of the consignment note shall not affect the existence or the validity of the contract of carriage, which shall remain subject to the provision of this Protocol.

2) **Remarks Upon Taking the Goods In Charge**

a) Upon taking the goods in charge, the carrier shall check the quantity (number and weight) and apparent quality (condition) of the goods and their packaging and make appropriate remarks in the consignment note. In the absence of remarks by the carrier, the cargo is presumed to be complete and in good condition.

b) Where the carrier has no reasonable means of checking the accuracy of the statement made in the consignment note with respect to quantity, quality, and packaging of the goods, he/she shall enter his/her remarks in the consignment note together with the grounds on which they are based. He/she shall likewise specify the grounds for any remarks. which he/she makes with regard to the apparent condition of the goods and their packaging; such remarks shall not bind the consignor unless he/she has expressly agreed to be bound by them in the consignment note.

minimum of US$2,500 without subrogation and/or with renunciation of recourse.

SECTION VII

CROSS- BORDER TRANSPORT OF GOODS

I- GENERAL CONDITIONS OF GOODS TRANSPORT

Article 36: Definition

For the purpose of this Section, the following meanings shall apply to the underlined terms:

1) Carrier: person who undertakes to carry for reward or gratuitously in the course of his/her business the goods or passengers and where appropriate the latter's luggage.

2) Consignee: the person to whom the goods are to be delivered.

3) Consignor: the person who concludes the contract of carriage with the carrier and hands over the goods to the carrier.

4) Consignment Note: the transport document for the purpose of establishing the contract of carriage, its conditions, the taking in charge and delivery of the goods.

5) Delay: delay in delivery when the goods have not been delivered within the agreed period or in the absence of such an agreement, within the normal period of time required for a due diligent carrier in the same circumstances.

6) Force Majeure: circumstances resulting in loss, damage, or delay that the carrier could not foresee and avoid, and the consequences of which he/she was unable to prevent or control.

7) In-transit: en route, i.e., in the course of the transport operation.

8) Right of Disposal: the power to decide the destiny of the goods.

9) Remarks: statements on the condition of the goods upon the taking in charge or delivery of the goods.

Article 37: Scope of Application

1) This Section shall apply to the contract of carriage of goods for reward by road in a motor vehicle when the place of handing over the goods to the carrier and the place of delivery to the consignee are situated in the territories of different Contracting Parties.

3) **Right of Disposal**

Unless otherwise agreed in the consignment note:

a) The consignor has the right to dispose of the goods, in particular to stop the goods in-transit, to order their return to the place of departure or to redirect them to another destination/consignee.

b) The consignor's right to dispose of the goods shall cease and be transferred to the consignee:
   b.1 when the goods are delivered; or
   b.2 when the goods arrive at the place designated for delivery and the consignee required the delivery; or
   b.3 when the second copy of the consignment note was received by the consignee at his/her request.

The carrier shall be compensated for any additional expenses arising from exercising the right of disposal in-transit.

4) **Right of Action**

Both the consignor and the consignee shall separately or simultaneously have the right to sue the carrier for compensation for loss of, damage to, or delay in delivery of the goods, but the carrier shall owe compensation only once.

II- TRANSPORT OF PERISHABLE GOODS

Article 40: Definition of Perishable Goods

For the purpose of this Section, "Perishable Goods" shall mean organic substances or living organisms that are vulnerable to easy deterioration beyond marketability or to death under the combined effect of duration and conditions of transport such as temperature (heat or cold), humidity or draught, or movement.

Article 41: Priority Regime

1) Perishable Goods listed in Article 64 shall be granted a priority border crossing clearance regime. This list may be modified from time to time subject to agreement by the respective Competent Authorities.

2) For the purpose of transport facilitation, the Contracting Parties shall inform each other of their respective lists of Perishable Goods for which quarantine clearance can be expedited, and any changes thereof.

Article 42: Health, Sanitary and Phytosanitary Requirements and Documentation

Perishable goods shall be transported across the border only if they meet the relevant national health, sanitary and/or phytosanitary regulation(s) and is

Article 49: Comfort, Safety, and Hygiene

1) Animals should not be transported in a way that may cause injury or unnecessary suffering of that animal. Care should be taken not to subject the animals to sudden changes of speed or direction.

2) The means of transportation should be easy to clean, escape-proof, and so constructed and operated as to withstand the weight of the animals, to avoid injury and unnecessary suffering, and to ensure their safety during transport.

3) Animals should be loaded in means of transportation that are equipped with a dropping collecting device and that have been thoroughly cleaned and where appropriate disinfected.

4) Dead animals, litter, and droppings should be removed as soon as possible and disposed of in accordance with relevant national health/sanitary regulations.

5) Lactating animals not accompanied by their suckling young should be milked at intervals of about 12 hours.

Article 50: Space Requirements

Animals should be provided with adequate space in the means of transport so that they may stay in their natural position (standing, sitting, or lying down as the case may be) and when necessary, with partitions to protect them from motion of the means of transport. The loading density should allow sufficient ventilation and air space.

Article 51: Shelter and Ventilation

The means of transport should be constructed and operated so as to protect animals against inclement, extreme, or unfavorable weather conditions and marked differences in atmospheric conditions. Among other things, they should be equipped with a roof and a sufficient number of vents or other means of ensuring that it is adequately ventilated.

Article 52: Segregation

1) Animals that are naturally hostile to each other because of group, age, sex, or origin should be kept separated from each other.

2) Animals with different sanitary requirements should not be transported in the same means of transport.

3) Animals transported should be segregated from persons or other species of animals.

accompanied by the relevant national health, sanitary and/or phytosanitary certificate(s)/document(s), in compliance with the national laws and regulations of the Host Country.

Article 43: Institutional Mechanism

1) The Contracting Parties shall coordinate their activities for the implementation of this Protocol, and resolve any issues arising therefrom through the Health/Sanitary and Phytosanitary Sub-committee of the Joint Committee, established on 30 April 2004 in Phnom Penh, and other such mechanisms between and among them.

2) The Contracting Parties shall notify each other of their respective points of contact for the implementation of this Protocol, and of any changes thereof.

Article 44: Standards for Particular Categories of Perishable Goods

For two particular categories of perishable goods, i.e., (a) live animals, and (b) perishable foodstuffs for human consumption, live and ornamental plants, and cut flowers, this Protocol provides more detailed transportation standards.

Article 45: Recommendatory Nature of Standards of Perishable Goods

Part A and Part B of this Protocol below provide recommendations that may serve as guidance for the Contracting Parties in their regulation of the cross-border carriage of (a) live animals, and (b) perishable foodstuffs for human consumption, live and ornamental plants, and cut flowers.

Part A- For Live Animals

Article 46: Cross-Border Transportation of Live Animals

This Part shall apply to the cross-border carriage of live animals by road transport vehicles.

Article 47: Fitness

An animal should be transported only if it is fit for the intended journey. An animal that is ill or injured shall not be considered fit for transportation. The same goes for animals in the prenatal period.

Article 48: Marking of the Means of Transportation

Vehicles and containers in which animals are transported should be marked with a symbol indicating the presence of live animals and a sign indicating the animals' upright position.

Article 53: Care and Medical Treatment

1) Appropriate care is to be administered to the animal transported.

2) Animals fallen ill or injured en route should receive first aid treatment as soon as possible; they should be given appropriate veterinary treatment and if necessary, undergo emergency slaughter in accordance with relevant national health/sanitary regulations.

3) Sedation should not be administered, unless in exceptional circumstances and then only under the direct supervision of a veterinarian.

Article 54: Inspection Arrangements

The means of transport should allow easy observation and inspection of the animals contained therein (e.g., via a window or hatch).

Article 55: Transport Time

1) Animals should be transported without delay. The Contracting Parties should make arrangements in order to expedite the transport of live animals. Live animal consignments should benefit from a priority regime in the border clearance order.

2) For journeys exceeding 24 hours, the itinerary is to be chosen so as to allow a staging point, where the animals are rested, fed, and watered, and if necessary unloaded and given accommodation. Places and duration of time for unloading animals should be defined in accordance with relevant national health/sanitary regulations.

Part B: For Perishable Foodstuffs, live and ornamental plants and cut flowers:

Article 56- Cross-Border Transportation of Foodstuffs

This Part should apply to the cross-border carriage by road transport vehicles of perishable foodstuffs for human consumption, live and ornamental plants, and cut flowers.

Article 57: Hygiene of Means of Transportation

1) The inside surfaces of the means of transportation should be finished in such a way that they resist corrosion and are inert vis-à-vis the products carried and do not transfer substances to the products carried. They should be smooth and constructed of a material that is waterproof, easy to clean and to disinfect.

2) Except for the required ventilation and water drainage, the cargo hold should allow the hermetic and watertight closing so as to avoid the inward or outward movement of dust, dirt, soil, and pests (e.g., microbes, vermin, insects), and to protect the products and the surrounding

environment from mutual influences, contamination, and impairment. Any required ventilation and water drainage should be designed so as to take place in a closed circuit.

3) The means of transportation used for perishable foodstuffs should not be used for conveying live animals or other products that may be detrimental to or contaminate the foodstuff unless they have, after unloading of those products been thoroughly cleansed, disinfected, and where necessary deodorized.

Article 58: Segregation

Fresh foodstuffs should not be transported with live animals. Fresh foodstuffs should also not be transported with other products that may contaminate, affect their hygiene, or give them a smell, unless the fresh foodstuffs are packaged in such a way as to provide satisfactory protection.

Article 59: Ventilation

Appropriate ventilation should be provided to regulate the degree of humidity in the cargo hold.

Article 60: Drainage

Adequate drainage should be provided in order to evacuate the condensation and melting water so as to prevent damage to the products and the environment.

Article 61: Transport Time

Perishable foodstuffs should be transported without delay. They should benefit from a priority regime in the border clearance order according to Article 41 of this Protocol.

Article 62: Temperature

The temperature of the cargo should be maintained throughout the journey in accordance with international standards, such as those set out in the latest edition of the Perishable Cargo Manual of the International Air Transport Association and the Agreement on the International Carriage of Perishable Foodstuffs and on the Special Equipment to be Used for Such Carriage ("ATP"), Geneva, 1 September 1970.

Article 63: Transportation of Live and Ornamental Plants and Cut Flowers

1) Plant Health: Transportation should be restricted to only healthy pest-free plants.

2) Segregation: Fresh cut flowers should be segregated from ripening fruits, leaves, and trimmings and other sources of ethylene gas, which induces their decay.

3) Packaging: Live plants should be packaged in a filling compound, in a manner to minimize desiccation, movement, and damage during transport and to allow ventilation.

4) Ventilation: Live plants should be stored in such a manner that they have adequate ventilation.

5) Humidity: For live plants, shipment containers should be kept dry and not be exposed to desiccating conditions. For fresh cut flowers, a high relative humidity (e.g., 95% to 98%) should be maintained to avoid drying out.

6) Temperature: Shipment containers should not be left exposed to the sun, extreme heat, or freezing conditions. Appropriate temperature should be maintained for fresh cut flowers (e.g., 2°C to 4°C, and 10°C for tropical species).

7) Labeling: Live plants should be provided with durable waterproof labels or tags stating:
"LIVE PLANTS - NO EXTREME HEAT OR COLD" on all sides and top.
The label or tag should be completed with appropriate restrictions.
"THIS SIDE UP" with arrows indicating the top, should always be used where appropriate.

8) Watering: Clean water should be used to store live and ornamental plants and cut flowers.

Article 64: List of Perishable Goods

The following is a list of perishable goods:

1) Foodstuffs
   a) Plant Products (fresh, chilled, frozen)
      a.1 Fruits and vegetables
      a.2 Other crops and crop products
   b) Animal Products
      b.1 Meat and meat products (fresh, chilled, frozen, cooked)
         b.1.1 Bovine meat
         b.1.2 Bovine meat products
         b.1.3 Porcine (swine) meat
         b.1.4 Porcine meat products
         b.1.5 Poultry meat
         b.1.6 Poultry meat products
         b.1.7 Lamb/sheep and goat meat
         b.1.8 Lamb/sheep and goat meat products
         b.1.9 Horse meat
         b.1.10 Horse meat products
         b.1.11 Other meat

b.1.12 Other meat products.

b.2 Aquatic animals and aquatic animal products (fresh, chilled, frozen, cooked)
- b.2.1 Fish, crustacean, molluscs, and cephalopods
- b.2.2 Fish, crustacean, mollusc, and cephalopod products
- b.2.3 Other aquatic animals
- b.2.4 Other aquatic animal products

b.3 Dairy and dairy products (fresh, chilled, frozen, pasteurized)

b.4 Egg and egg products (fresh, chilled, frozen, cooked)

2) Non-Foodstuffs
- a) Plant Products
  - a.1 Cut fresh or chilled flowers
  - a.2 Live ornamental plants
  - a.3 Live aquatic plants
  - a.4 Other plant parts (e.g., for propagation or research)
- b) Animal Products
  - b.1 Offal
  - b.2 Viscera (organs)
  - b.3 Carcass
  - b.4 Blood
  - b.5 Skin and hide
  - b.6 Hatching eggs
  - b.7 Semen and embryo
- c) Medical and Veterinary Items (refrigerated and frozen)
  - c.1 Blood, blood plasma, and serum
  - c.2 Vaccines
  - c.3 Biological laboratory reagents
  - c.4 Pathological, biological, and serological materials for research and diagnostic purpose

3) Live Animals
- a) Cattle and Buffalo
- b) Sheep and Goats
- c) Pigs
- d) Rabbits
- e) Poultry
- f) Birds
- g) Horses
- h) Aquatic Animals
- i) Pets (e.g., dogs and cats)
- j) Laboratory Animals
- k) Animals for Public Entertainment

l) Zoo Animals
m) Silkworms
n) Bees
o) Other Live Animals

III- SPECIFIC REQUIREMENT FOR CARRIAGE OF DANGEROUS GOODS

Article 65: Definition of Dangerous Goods

The term "Dangerous Goods" shall mean those substances and articles, which may affect the interest of environment, health, safety and national security.

Article 66: Classification of Dangerous Goods

1) Dangerous Goods shall be divided into the following classes/divisions
   Class 1: Explosives
   Class 2: Gases
   Division 2.1: Flammable gases
   Division 2.2: Non-flammable, non-toxic gases
   Division 2.3: Toxic gases
   Class 3: Flammable liquids and liquid desensitized explosives
   Class 4:
   Division 4.1: Flammable solids, self-reactive substances, and solid desensitized explosives
   Division 4.2: Substances liable to spontaneous combustion
   Division 4.3: Substances, which in contact with water emit flammable gases
   Class 5:
   Division 5.1: Oxidizing substances
   Division 5.2: Organic peroxides
   Class 6:
   Division 6.1: Toxic substances
   Division 6.2: Infectious substances
   Class 7: Radioactive material
   Class 8: Corrosive substances
   Class 9: Miscellaneous dangerous substances and articles

2) Assignment of dangerous goods to the above classes/divisions shall be made consistent with the substantive provisions of Part 2 of the United Nations Recommendations on the Transport of Dangerous Goods/Model Regulations (UN Model Regulations), and/or the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR), signed in Geneva on 30 September 1957, including subsequent and future amendments thereto.

Article 67: Standards Governing the Cross-Borer Movement of Dangerous Goods

If the Contracting Parties permit on a case-by-case basis the cross-border movement of Dangerous Goods as defined above, they should require the full application of the measures under the ADR and/or the UN Model Regulations in particular relating to:

1) packing and labeling of dangerous goods;
2) vehicle marking, handling, stowing, and lashing;
3) transport documentation and declaration;
4) crew training: and.
5) precaution against fire and/or explosions.

SECTION VIII

THE CARRIER LIABILITY REGIME OF TRANSPORT OF GOODS

Article 68: Principles and Subject of Carrier Liability

1) **General**

The carrier shall be liable for the total or partial loss of or the damage to the goods as well as for the delay in delivery that occurred in the period between the time that the carrier takes the goods in charge and the time of delivery.

2) **Constructive Loss**

a) If the goods have not been delivered within 30 days from the expiry of the agreed delivery time or in the absence of such an agreement, within 60 days from the time the carrier takes the goods in charge, the goods will be deemed lost. The consignor/consignee is entitled to claim compensation for loss.

b) Upon later recovery of the goods, the carrier shall notify immediately the consignor/consignee, who shall be entitled to opt for delivery of the goods against refund of the compensation already received, but without prejudice to any claim for compensation for partial loss, damage or delay.

c) In the absence of the consignor/consignee's request for delivery of the recovered goods within 30 days from the receipt of notification by the consignor/consignee from the carrier, the carrier shall be entitled to deal with the goods at his/her discretion, subject to the law of the place where the goods are situated.

3) **Mandatory Law**

Any clause in the carriage contract, directly or indirectly derogating from the provisions of this Section, shall be null and void. The nullity of such a stipulation shall however not affect the validity of the other provisions of the contract.

4) **In Contract and In Tort**

The present liability regime will govern any claim arising out of the performance of the carriage contract under this Section, however founded, whether in contract or extra-contractually.

5) **Vicarious Liability for Servants, Agents, and Subcontractors**

In connection with his/her tasks, the carrier shall be responsible for acts and/or omissions of his/her servants, agents, and subcontractors, who will be entitled to avail themselves of the same defenses as the carrier.

Article 69: Measure of Compensation: Limitation of Carrier Liability

1) **Loss and Damage**

a) The compensation for total or partial loss of or damage to the goods shall be calculated by reference to the commodity exchange price or current market price or else to the normal value of the goods at the place and time they were accepted for carriage.

b) Compensation due by the carrier shall not exceed US$13 per kilogram gross weight of the goods short delivered or of items damaged.

c) In addition, the carrier shall refund in full in case of total loss and in proportion to the loss sustained in case of partial loss, the carriage charges, customs duties, taxes, and other charges incurred in respect of the carriage of goods.

d) He/she will owe no additional damages.

2) **Delay**

Compensation due by the carrier for damage resulting from delay, other than physical damage affecting the value of the goods, shall be limited to an amount not exceeding the transport price.

3) **Declaration of Value and/or Special Interest in Delivery**

Via the entry of the following declarations by the consignor in the consignment note prior to the carriage and against payment of a surcharge, higher compensation than mentioned above shall be due by the carrier:

a) declaration of the value of the goods:

a.1 In this case the limit in Article 69 1) b) shall be the substituted by amount of that value; and/or

b) declaration of a special interest in delivery:

b.1 In this case compensation of additional damages shall be due by the carrier, independently from the compensation according to Article 69 1) and 2).

Article 70: Exoneration of Liability

1) The carrier shall be relieved of liability if he/she proves that the loss, damage, or delay in delivery was caused by:

a) force majeure;
b) inherent defect of the goods;
c) wrongful act or neglect of the consignor/consignee; or
d) the instructions of the claimant given otherwise than as the result of a wrongful act or neglect on the part of the carrier.

2) The defective condition of the vehicle used for the performance of the carriage shall not relieve the carrier of his/her liability.

3) Subject to counterproof by the consignor/consignee, the carrier shall be relieved of liability if he/she establishes that the loss, damage, or delay in delivery was attributable to:

a) use of open unsheeted vehicles, when their use has been expressly agreed and specified in the consignment note, unless there has been an abnormal shortage or a loss of any package;

b) the lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;

c) handling, loading, stowage, or unloading of the goods by the consignor, the consignee or person acting on behalf of the consignor or the consignee;

d) the nature of certain kinds of goods which particularly exposes them to total, or partial loss, or to damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of moth or vermin; however, if the carriage is performed in vehicles specially equipped to protect the goods from the effect of heat, cold, variations in temperature, or the humidity of the air, the carrier must prove that all steps incumbent on him/her in the circumstance with respect to the choice, maintenance, and use of

such equipment were taken and that he/she complied with any special instructions issued to him/her;

e) insufficiency or inadequacy of marks or numbers on the packages; or

f) the carriage of livestock, provided the carrier proves that all steps normally incumbent on him/her in the circumstances were taken and that he/she complied with any special instruction issued to him/her.

Article 71: Lifting of the Exclusion or Limitation of Carrier Liability

The carrier shall not be entitled to avail himself/herself of the exclusion or limitation of liability if the loss, damage, or delay was caused by his/her servants', agents', or subcontractors' willful misconduct or gross negligence.

Article 72: Claims and Actions

1) **Remarks on Delivery**

a) Upon delivery of the goods, the consignee shall check the quantity (number and weight) and apparent quality (condition) of the goods and their packaging and if shortage or damage is found make immediately appropriate remarks in writing.

b) For loss or damage that is not apparent, the period for making remarks in writing is extended to seven working days from the date of receipt.

c) In the absence of such remarks by the consignee, the quantity and condition of the goods are presumed to be as described in the consignment note.

2) **Time Bar**

All claims for compensation for loss of, damage to, and delay of the goods against the carrier shall be time barred unless an action was filed with the court or arbitration initiated within one year:

a) in case of partial loss or damage:
   a.1 after the delivery of the goods; and

b) in case of total loss:
   b.1 after 30 days from the expiry of the agreed delivery period or if no such period was agreed, after 60 days from the receipt of the goods by the carrier.

However, in case of the carrier's or his/her servants', agents', or subcontractors' willful misconduct, the time bar shall be three years.

3) **Jurisdiction**

a) An action for compensation based on this Protocol may be brought in the courts of the country:

a.1 where the carriage originated from or was destined to;
a.2 where the loss or damage occurred, if localized;
a.3 where the principal place of business of the carrier is located; or
a.4 where the habitual residence of the claimant is located.

b) The claim for compensation may also be settled by means of arbitration based on an agreement entered into between parties concerned after the claim has arisen.

SECTION IX

CRITERIA FOR LICENSING OF TRANSPORT OPERATORS ENGAGED IN CROSS-BORDER TRANSPORT OPERATIONS

Article 73: Introduction

Transport Operators who perform international transport operations shall fulfill all conditions laid down in this Section of the Protocol.

Article 74: Basic Eligibility

1) Transport Operators shall be licensed by their Home Country to perform international transport operations provided they meet the minimum conditions set out in Articles 75, 76, 77, and 78 of this Protocol.

2) If the Transport Operator is not a physical but a legal person or if the owner of the transport enterprise does not fulfill the conditions himself/herself, the person who is in charge of the permanent and effective management of the enterprise must fulfill the conditions with respect to reliability and professional competence.

3) A Transport Operator that no longer meets the requirements shall be divested of his/her license.

Article 75: Substantial Ownership by National Citizens

The transport operation enterprise shall comply with the following requirements:

1) More than half of the transport operation enterprise's capital must be owned by national citizens of the Home Country.

2) The enterprise must also be directed by a majority of national citizens of the Home Country.

Article 76: Reliability

The Transport Operator must not have been:

1) convicted for serious breaches of relevant laws or regulations of the Home Country; or

2) divested from the capacity to exercise the profession of road carrier as a sanction for breach of applicable laws or regulations in the field of road carriage; or

3) declared bankrupt unless the rights, competency, privileges, or financial solvency of the Transport Operator have been restored or rehabilitated, as appropriate, according to the laws or regulations of the Home Country of the Transport Operator.

Article 77: Professional Competence

The Home Country Contracting Party shall verify and make sure of the Transport Operator's ability for sound economic management, supply of quality service, fair competition, and safe operation of the transport enterprise. For that purpose the Contracting Party shall require the Transport Operator to be proficient in the following fields:

1) legal matters relevant to the road transport business (e.g., contracts, carrier liability, company law, accounting law, labor law, tax law);

2) transport operation management (e.g., cost and price calculation, payment and financing methods, price regulation, insurance, transport intermediaries, management techniques, marketing);

3) conditions and requirements on access to the market, if any (e.g., access to the profession, transport documents, fair competition/anti-dumping);

4) technical matters relating to transport operations (e.g., sizes and weights of vehicles, choice of vehicle, maintenance of the vehicle, loading and unloading of the vehicle, carriage of dangerous and perishable goods, principles of environmental protection in road traffic); and

5) road safety (e.g., rules of the road, traffic accident prevention and mitigation).

Article 78: Financial Solvency

1) The Transport Operator shall own sufficient financial means to guarantee the proper functioning and management of the transport operation enterprise.

2) For the purpose of assessing the Transport Operator's solvency, the following elements may be taken into account: the Transport Operator's

balance sheet, assets, bank account credit, capacity to obtain loans, bank guarantees obtained, and liability insurance cover.

3) The Transport Operator must carry insurance covering the Operator's contractual liability.

SECTION X

CUSTOMS CLEARANCE, AND SANITARY AND PHYTOSANITARY INSPECTIONS

Article 79: Customs Clearance Formality

All custom clearance formalities at the border gate shall be regulated in compliance with the laws and regulations of the respective countries.

Article 80: Customs Control of Personal Effects: Duty-Free Allowance

Customs clearance formalities at the border checkpoints for personal effects shall be regulated in compliance with the laws and regulations of the respective countries.

Article 81: Sanitary and Phytosanitary Inspections

All sanitary and phytosanitary border-crossing formalities shall be regulated in compliance with relevant laws and regulations of the respective countries.

SECTION XI

DESIGNATION OF ENTRY AND EXIT POINTS

Article 82: General Provisions

The cross-border transportation of goods and passengers by road between the two countries through pairs of border gates listed in Article 83 shall be conducted in the form of direct transportation from loading place to unloading place (for goods) and from departure place to destination place (for passengers) between the two countries appropriately specified in the Cross-Border Transport Permission Book.

Article 83: Designation of Entry and Exit Points

The Contracting Parties shall implement this Protocol at the following Points of Entry and Exit in accordance with the indicated schedule:

Cambodia	Viet Nam
Entry/Exit Point (Province) and Associated Road	**Entry/Exit Point (Province) and Associated Road**
Immediately upon entry into force of the Protocol: 1. Bavet (Svay Rieng), NR1 2. Phnom Den (Takeo), NR2 3. Prek Chak (Lork-Kam Pot), NR3 and NR33 4. Trapeing Phlong (Kampong Cham), NR7 and NR72 **Commencing no later than 1 July 2006:** 5. Oyadav (Andong Pich-Ratanakiri), NR78 **Commencing no later than 1 July 2007:** 6. Trapeang Sre (Snoul-Kratie), NR7 and NR74 7. O Raing (Mundulkiri), NR76	**Immediately upon entry into force of the Protocol:** 1. Moc Bai (Tay Ninh), R22A 2. Tinh Bien (An Giang), R91 3. Xa Xia (Kien Giang), R80 and R63 4. Xa Mat (Tay Ninh), R22 **Commencing no later than 1 July 2006:** 5. Le Thanh(Gia Lai), R19 **Commencing no later than 1 July 2007:** 6. Bo Nue (Binh Phuoc), R13 7. Bu Prang (Dac Nong), R14

The Contracting Parties may designate new points of entry and exit by their mutual consent.

SECTION XII

CHARGES ON CROSS-BORDER TRAFFIC

Article 84: Charges on Cross-Border Traffic

1) The Contracting Parties may levy the following charges on cross-border traffic, subject to the conditions set out in this Protocol:

   a) Tolls: direct charges for the use of road sections, bridges, tunnels, and ferries;
   b) Charges for excess weight, where permissible under the national law and/or regulations of the Host Country;
   c) Charges for administrative expenses;
   d) Charges for the use of other facilities or services;
   e) Taxes on fuel purchased in the Host Country; and
   f) Road maintenance charges (to the extent not included in the charges mentioned above).

2) The Contracting Parties shall refrain from levying any charges on cross-border traffic other than those listed above.

3) However, the least developed country (determined on the basis of the United Nations' designation of least developed countries) may apply preferential toll rates and other charges to the vehicles registered within its territory, when undertaking domestic transport.

SECTION XIII

FINAL PROVISIONS

Article 85: Institutional Arrangement

1) The Contracting Parties shall authorize the following bodies/ organizations to issue cross border transport permit/registration for their respective road transport vehicles:
   a) For Vietnamese side:
      a.1 National Transport Facilitation Committee
      a.2 Vietnam Road Administration, Ministry of Transport of Vietnam
   b) For Cambodian side:
      b.1 National Transit Transport Coordinating Committee
      b.2 General Department of Transport, Ministry of Public Works and Transport

2) Competent Authorities of the two countries shall meet at least annually to discuss and, if necessary, negotiate issues related to road transportation between the two countries.

Article 86: Entry into force

This Protocol shall enter into force three months following its signing by both Contracting Parties, and shall be effective untill the expiry of the Agreement.

Article 87: Amendment

This Protocol 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 88: Suspension of the Protocol

Each Contracting Party may temporarily suspend wholly or partly the application of this Protocol with immediate effect in the case of emergencies affecting its national safety and security. The Contracting Party will inform the other Contracting Party immediately of such suspension, which will end as soon as the situation returns to normal.

Article 89: Renewal of the Protocol

The Protocol shall be automatically renewed for three consecutive year periods unless it is substituted or terminated by either Contracting Party by giving 60-days notice thereof, in written form, prior to the expiry of this Protocol.

Article 90: Denunciation

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

Article 91: Relationship of the Protocol with the other international agreements

This Protocol or any actions taken thereto shall not affect the rights and obligations of the two countries under any existing agreements or international conventions to which they are also contracting parties.

Article 92: Relationship of the Attachments to the Protocol

The attachments shall form an integral part of the Protocol and shall be equally binding.

Article 93: Dispute Settlement

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

Appendixes:
A. Maximum Length of Vehicles
B. Maximum Length of Vehicles
C. Maximum Width of Vehicles
D. Maximum Height of Vehicles
E. Diagram of Rear Overhang Vehicle
F. Form of Cross-Border Transport Permission Book
G. Form of Sign on the Vehicle to Indicate that It is Engaged in Cross-Border Transport
H. Model Consignment Note

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

Done in Ha Noi on 10 October 2005 in two originals in the English language.

FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM

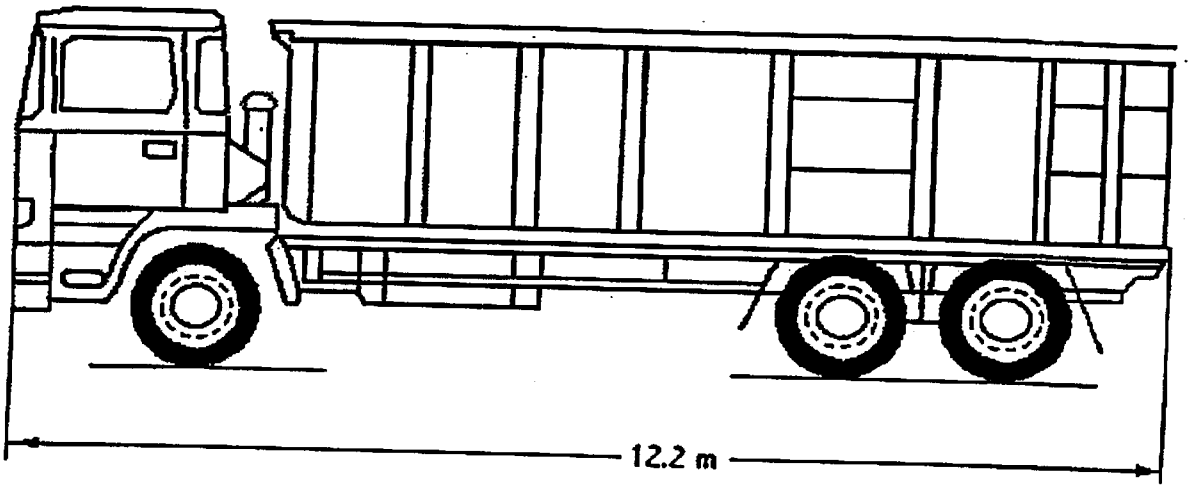
Dao Dinh Binh
Minister
Ministry of Transport

FOR THE ROYAL GOVERNMENT OF CAMBODIA

Sun Chanthol
Minister
Ministry of Public Works and Transport

Appendix A

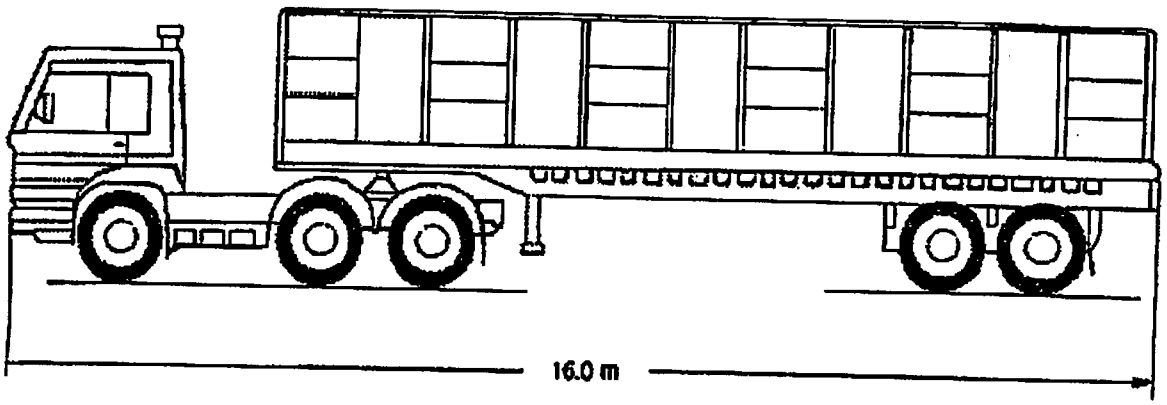
MAXIMUM LENGTH OF VEHICLE



RIGID MOTOR VEHICLE

Appendix B

MAXIMUM LENGTH OF VEHICLE

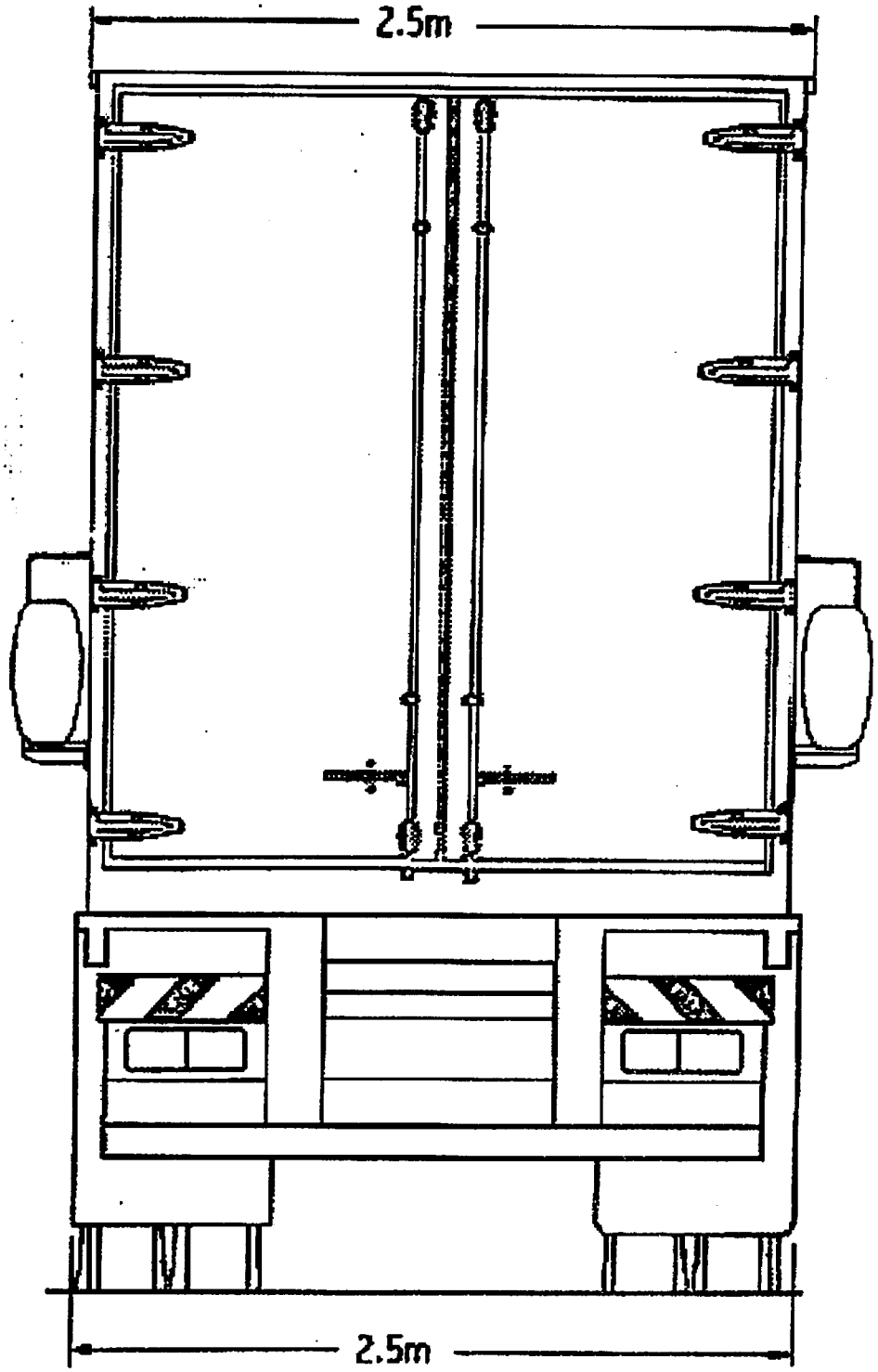


ARTICULATED VEHICLE

4/5

Appendix C

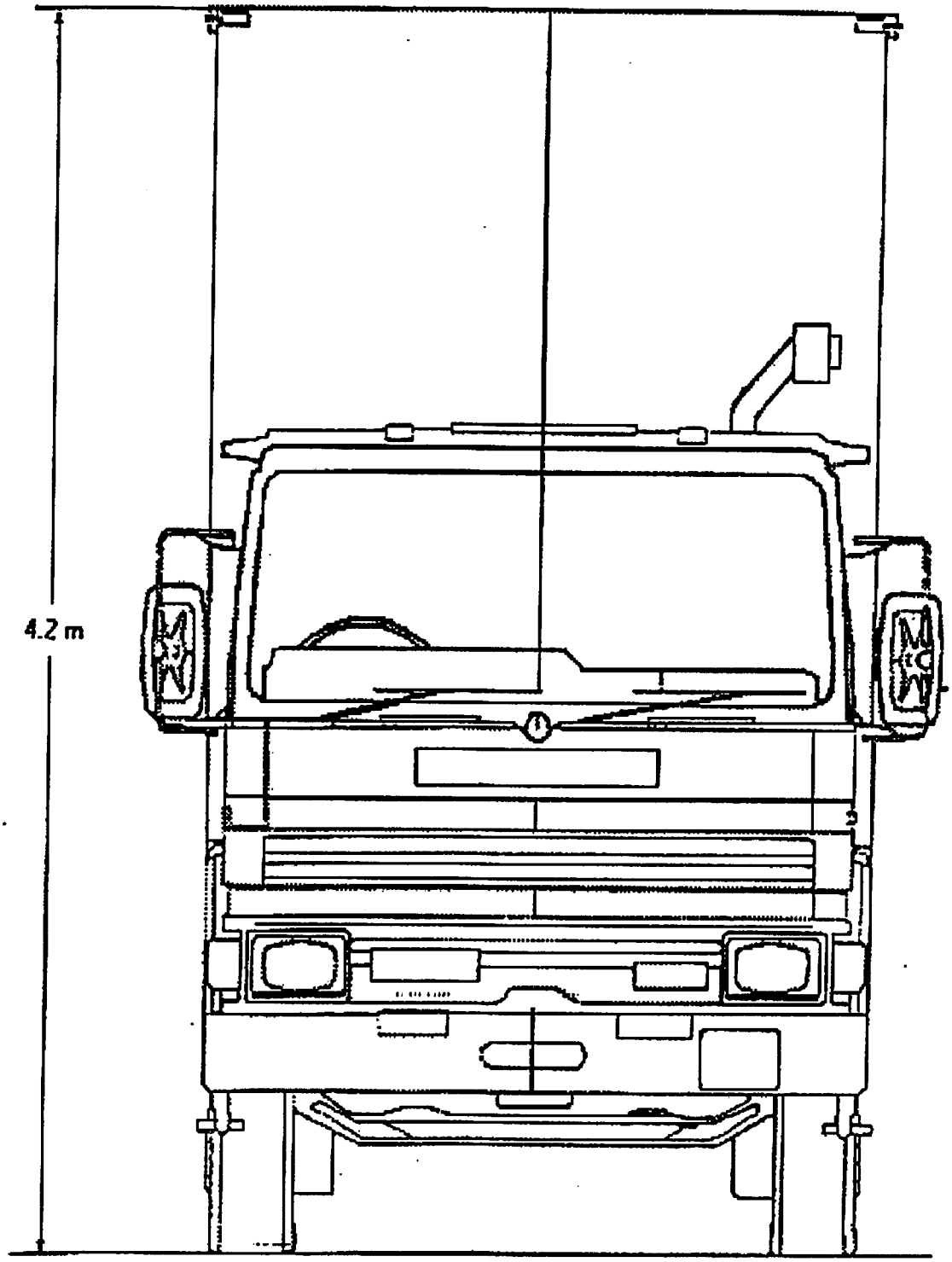
MAXIMUM WIDTH OF VEHICLE



ALL VEHICLES

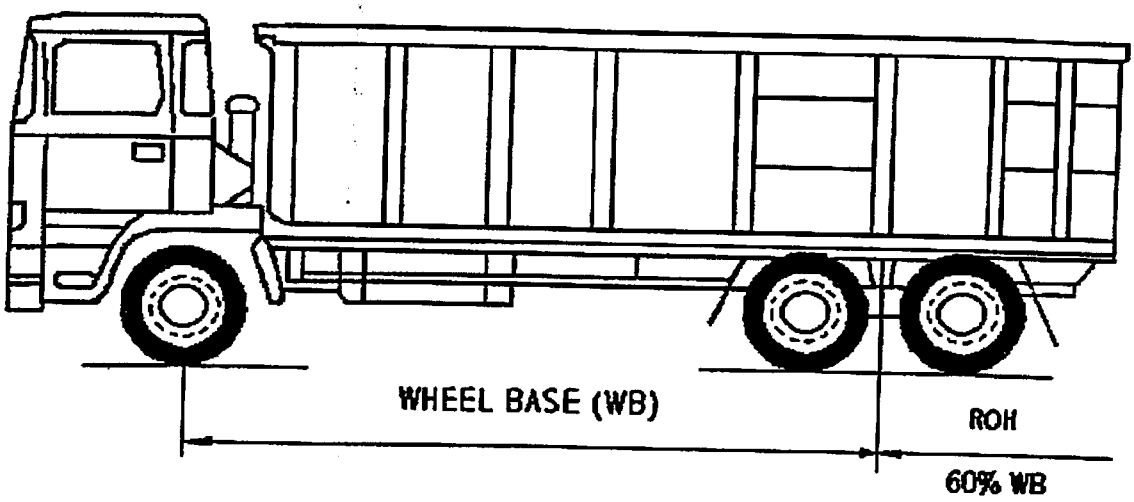
Appedix D

MAXIMUM HEIGHT OF VEHICLE



Appendix E

REAR OVERHANG



Appendix F: Form of Cross-Border Transport Permission Book

(Sample of Vietnamese Vehicle Cross-border Permit)

CỘNG HOÀ XÃ HỘI CHỦ NGHĨA VIỆT NAM
SOCIALIST REPUBLIC OF VIET NAM

GIẤY PHÉP LIÊN VẬN
VIỆT NAM – CAMPUCHIA

VIET NAM - CAMBODIA
VEHICLE CROSS-
BORDER ROAD
TRANSPORT PERMIT

Bộ Giao thông Vận tải Việt Nam
Ministry of Transport of Viet Nam

GIẤY PHÉP LIÊN VẬN
VIỆT NAM - CAMPUCHIA

VIET NAM - CAMBODIA
VEHICLE CROSS-BORDER
ROAD TRANSPORT PERMIT

NON – TRANSFERABLE
NON – NEGOTIABLE
PERMANENT OPERATION

CỘNG HOÀ XÃ HỘI CHỦ NGHĨA VIỆT NAM

SOCIALIST REPUBLIC OF VIET NAM

Bộ Giao thông Vận tải Việt Nam yêu cầu tất cả những cơ quan hữu quan cho phép phương tiện vận tải đường bộ này đi lại tự do và hỗ trợ hoặc bảo vệ khi cần thiết

The Ministry of Transport of Viet Nam requests all those whom it may concern to allow the vehicle to pass freely and afford the vehicle any such assistance and protection as may be necessary

Số đăng ký phương tiện (Registration Number)
.....

Ký hiệu nhận biết Distinguishing sign

VN

Chi tiết về nhà vận tải
Status of Transport operator

Tên công ty (company):
.....
Địa chỉ (Address):
.....
Lĩnh vực hoạt động vận tải (Type of Transport Operator):.....
.....
.....
.....
Số giấy phép vận tải (Number of Transport Licence):
.....
Ngày phát hành (date of issue) .....
Ngày hết hạn (Date of expire) .....

(Sample of Vietnamese Vehicle Cross-border Permit)

GHI CHÚ
NOTICES

Giấy phép này có giá trị một năm
This Permit is valid for one year
Từ ngày (From Date) .... Month..... Year .....
Đến ngày (To Date)..... Month..... Year .....

Cửa khẩu, Vùng hoạt động, nơi đến
Border gate, Traveling area, Destination

Cửa khẩu (Border gate): .....
.....
.....
.....
.....
Vùng hoạt động (Traveling area): .....
.....
.....
.....
.....
.....
Nơi đến (Destination): .....
.....
.....
.....
.....

Ngày cấp (Date of issued): .....
Issuing Authority
(Signature, Stamp)

GHI CHÚ
NOTICES

Giấy phép này được gia hạn
This Permit is renewed until
Đến ngày (To Date)..... Month..... Year .....

Cửa khẩu, Vùng hoạt động, nơi đến
Border gate, Traveling area, Destination

Cửa khẩu (Border gate): .....
.....
.....
.....
.....
Vùng hoạt động (Traveling area): .....
.....
.....
.....
.....
.....
Nơi đến (Destination): .....
.....
.....
.....
.....

Ngày cấp (Date of issued):
Issuing Authority
(Signature, Stamp)

CHUYẾN ĐI TRIP	NGÀY VÀO DATE OF ENTRY	GIA HẠN ĐẾN (EXTENSION UNTIL (NẾU CÓ/IF ANY)	NGÀY RA (DATE OF EXIT)
(1)	(2)	(3)	(4)
(1) - Thời hạn tạm nhập (Duration of admission):..... ngày (days). - Cửa khẩu vào (entry point):..... - Cửa khẩu ra (exit point):..... - Tuyến đường (Route):..... Dấu Hải quan Customs seal	Dấu Hải quan Customs seal	Dấu Hải quan Customs seal	Dấu Hải quan Customs seal
(2) - Thời hạn tạm nhập (Duration of admission):..... ngày (days). - Cửa khẩu vào (entry point):..... - Cửa khẩu ra (exit point):..... - Tuyến đường (Route):..... Dấu Hải quan Customs seal	Dấu Hải quan Customs seal	Dấu Hải quan Customs seal	Dấu Hải quan Customs seal

CHUYẾN ĐI TRIP	NGÀY VÀO DATE OF ENTRY	GIA HẠN ĐẾN (EXTENSION UNTIL (NẾU CÓ/IF ANY)	NGÀY RA (DATE OF EXIT)
(1)	(2)	(3)	(4)
(3) - Thời hạn tạm nhập (Duration of admission):..... ngày (days). - Cửa khẩu vào (entry point):..... - Cửa khẩu ra (exit point):..... - Tuyến đường (Route):..... Dấu Hải quan Customs seal	Dấu Hải quan Customs seal	Dấu Hải quan Customs seal	Dấu Hải quan Customs seal
(4) - Thời hạn tạm nhập (Duration of admission):..... ngày (days). - Cửa khẩu vào (entry point):..... - Cửa khẩu ra (exit point):..... - Tuyến đường (Route):..... Dấu Hải quan Customs seal	Dấu Hải quan Customs seal	Dấu Hải quan Customs seal	Dấu Hải quan Customs seal

(Sample of Vietnamese Vehicle Cross-border Permit)

Hướng dẫn (Instuction)

1. Sổ giấy phép này bao gồm 20 trang (hoặc 50 trang), cần phải được giữ sạch sẽ
   This permit contains 20 pages (or 50 pages) excluding the covers, which should be kept as clean as possible.

2. Khi giấy phép bị mất hoặc không đọc được vì bất cứ nguyên nhân gì có thể xảy ra, người giữ giấy phép phải yêu cầu cấp giấy phép mới tại Bộ Giao thông vận tải Việt Nam.
   When this permit get lost or illegible for any reasons as it may occured the holder should request the new one at issuing office

3. Giấy phép này phải xuất trình cho cơ quan có thẩm quyền khi được yêu cầu.
   This permit shall be produced to the competent authorities upon request

4. Nghiêm cấm việc tẩy xoá, thay đổi các điều khoản đã ghi trong giấy phép này
   It is prohibited to erase, add, or falsify any terms specified in this permit

5. Giấy phép này chỉ sử dụng cho phương tiện đã được ghi trong giấy và phải được gia hạn trước ngày hết hạn một tháng.
   This permit shall be used for the specified vehicle only and shall be renewed before one month before the expired date

Ghi chú (note):
Khổ giấy rộng: 105 mm, dài 150mm
Page size: 105 mm x 150 mm

Bìa màu xanh lá cây (Green) dùng để cấp cho xe tải
Green cover used for trucks

Loại bìa màu vàng cấp cho xe bus
Yellow cover used for bus

Loại bìa hồng cấp cho xe không kinh doanh vận tải
Red cover used for non-commercial vehicles

(Sample of Cambodian Vehicle Cross-border Permit)

ព្រះរាជាណាចក្រកម្ពុជា

KINGDOM OF CAMBODIA



លិខិតអនុញ្ញាតយានយន្តឆ្លងកាត់ព្រំដែន

Cross-Border Road Transport Permit

យានយន្តអាជីវកម្មដឹកជញ្ជូនទំនិញ

Goods Transport Operation

ក្រសួងសាធារណការ និង ដឹកជញ្ជូន

MINISTRY OF PUBLIC WORKS AND TRANSPORT

គ ស.ដ.ស.ដ.ឧ

N.T.T.C.C

- លេខទូរស័ព្ទទំនាក់ទំនង :.....
  Contact Phone Number
- អាសយដ្ឋាន: កែងផ្លូវព្រះកុសុម: និងមហាវិថីព្រះនរោត្តម
  Address: Conner St. Preak Kosomak of Preah Norodom Blvd.



លិខិតអនុញ្ញាតយានយន្តឆ្លងកាត់ព្រំដែន

Cross-Border Road Transport Permit

N° .....

- មិនអាចផ្ទេរទៅបុគ្គលផ្សេងបាន
  NON-TRANSFERABLE
- មិនអាចលក់ ឬបញ្ចាំបាន
  NON-NEGOTIABLE
- ប្រតិបត្តិការអចិន្ត្រៃយ៍
  PERMANENT OPERATION

(Sample of Cambodian Vehicle Cross-border Permit)

ក្នុងព្រះបរមនាមព្រះមហាក្សត្រ
នៃ
ព្រះរាជាណាចក្រកម្ពុជា

រដ្ឋមន្ត្រីក្រសួងសាធារណការ និងដឹកជញ្ជូន ស្នើសុំអាជ្ញាធរ
មានសមត្ថកិច្ចដែលពាក់ព័ន្ធទាំងអស់ អនុញ្ញាតិឱ្យយានយន្តដែល
មានលិខិតអនុញ្ញាតនេះ ចេញចូលដោយសេរី និងផ្តាន់ឧបត្ថម្ភ
ព្រមទាំងជួយជ្រោមជ្រែងនិងការពារក្នុងករណីចាំបាច់ ។

IN THE NAME OF HIS MAJESTY
THE KING OF CAMBODIA

The Ministry of Public Works and Transport requests all those whom it may concern to allow the vehicle to pass freely and to afford the vehicle any such assistance and protection as may be necessary.

សំគាល់សំខាន់
NOTICES

លិខិតអនុញ្ញាតនេះ មានសុពលភាពមួយឆ្នាំ ចាប់ពីថ្ងៃទី.....
This Permit is valid for one yea.....
ធ្វើនៅ.....ថ្ងៃទី.....
Issued at.....Date.....

ន.ដ.ស.ដ.ឧ
N.T.T.C.C
ហត្ថលេខា និងត្រា
Signature and Seal

សំគាល់សំខាន់
NOTICES

លិខិតអនុញ្ញាតនេះ ត្រូវបន្ទាយពេលថ្ងៃទី.....
This Permit is renewed until .....
ធ្វើនៅ.....ថ្ងៃទី.....
Issued at.....Date.....

ន.ដ.ស.ដ.ឧ
N.T.T.C.C
ហត្ថលេខា និងត្រា
Signature and Seal

សំគាល់សំខាន់
NOTICES

លិខិតអនុញ្ញាតនេះ ត្រូវបន្ទាយពេលថ្ងៃទី.....
This Permit is valid for one yea.....
ធ្វើនៅ.....ថ្ងៃទី.....
Issued at.....Date.....

ន.ដ.ស.ដ.ឧ
N.T.T.C.C
ហត្ថលេខា និងត្រា
Signature and Sea

ប្រភេទយានយន្តធ្វើអាជីវកម្ម
TYPE OF TRANSPORTATION

Goods Transport Vehicle

លេខចុះបញ្ជី
REGISTRATION NUMBER

ភ្នំពេញ
2A-0001
Phnom Penh

ប្រភេទដំណើរឆ្លងដែន និងដែនដីប្រតិបត្តិការ
TYPE OF BORDER CROSSING
AND OPRATIONAL COUNTRIES

តារាជើតជញ្ជូនតាមបណ្តោយ
National/Inland Transit or
Inter-state Transport Only

កម្ពុជា - វៀតណាម
CAMBODIA-VIETNAM

សញ្ញាសំគាល់ប្រទេស
DISTINGUISHED SIGN

KH

(Sample of Cambodian Vehicle Cross-border Permit)

លក្ខណៈនៃអាជីវកម្មដឹកជញ្ជូន STATUS OF TRANSPORT OPERATOR	ការកំណត់ផ្លូវធ្វើដំណើរ DESIGNATION OF ROUTES(PROVINCES)
១.ឈ្មោះក្រុមហ៊ុន:..... ..... Name of company:..... ២.អាស័យដ្ឋានក្រុមហ៊ុន:..... Address of Company:..... ..... ៣. ប្រភេទអាជីវកម្មដឹកជញ្ជូន:..... Type of transport Operator:..... ..... ៤. លេខវិញ្ញាបនប័ត្រអាជីវកម្មដឹកជញ្ជូន:..... Number of Transport Operation License:..... ..... ៥. ទីកន្លែងចេញ:..... Place of issue:..... ..... ៦. ថ្ងៃចេញ:..... Date of issue:..... ..... ៧. ថ្ងៃផុតកំណត់ :..... Date of expiry:..... ..... ៨. រយៈពេលសុពលភាព:..... Duration of Validity:.....	១.ឈ្មោះមាត់ច្រកព្រំដែន:..... ..... Border Gate's Name:..... ..... ២.ចំណុចចូល: ..... Entry Point :..... ..... ៣. ចំណុចចេញ :..... Exit Point :..... ..... ៤. ផ្លូវធ្វើដំណើរ :..... Routes :..... ..... ៥. តំបន់(ខេត្ត)ធ្វើដំណើរផ្លូវការ:..... Traveling Areas(Provinces) :..... ....

លក្ខណៈនៃអាជីវកម្មដឹកជញ្ជូន STATUS OF TRANSPORT OPERATOR	ការកំណត់ផ្លូវធ្វើដំណើរ DESIGNATION OF ROUTES(PROVINCES)
១.ឈ្មោះក្រុមហ៊ុន:..... ..... Name of company:..... ២.អាស័យដ្ឋានក្រុមហ៊ុន:..... Address of Company:..... ..... ៣. ប្រភេទអាជីវកម្មដឹកជញ្ជូន:..... Type of transport Operator:..... ..... ៤. លេខវិញ្ញាបនប័ត្រអាជីវកម្មដឹកជញ្ជូន:..... Number of Transport Operation License:..... ..... ៥. ទីកន្លែងចេញ:..... Place of issue:..... ..... ៦. ថ្ងៃចេញ:..... Date of issue:..... ..... ៧. ថ្ងៃផុតកំណត់ :..... Date of expiry:..... ..... ៨. រយៈពេលសុពលភាព:..... Duration of Validity:.....	១.ឈ្មោះមាត់ច្រកព្រំដែន:..... ..... Border Gate's Name:..... ..... ២.ចំណុចចូល: ..... Entry Point :..... ..... ៣. ចំណុចចេញ :..... Exit Point :..... ..... ៤. ផ្លូវធ្វើដំណើរ :..... Routes :..... ..... ៥. តំបន់(ខេត្ត)ធ្វើដំណើរផ្លូវការ:..... Traveling Areas(Provinces) :..... ....

(Sample of Cambodian Vehicle Cross-border Permit)

ផ្សេងៗ MISCELLANEOUS	ការណែនាំ INSTRUCTIONS
.....	១.លិខិតអនុញ្ញាតនេះមានចំនួនសរុបសិន ទំព័រ មិនគិតក្របនិងក្រវែរក្បាស្រួលជាងនេះ ។ This permit contains Twenty pages excluding the covers, which should be kept as clean possible.
.....	២.នៅពេលណាដែលលិខិតអនុញ្ញាតនេះត្រូវបាត់បង់ ឬមើលមិនច្បាស់ដោយប្រការ ណាមួយ ត្រូវដាក់ពាក្យសុំថ្មីមួយទៀត នៅមន្ទីរគយ ន.ដ.ស.ដ.ន ។ When this permit get lost or illegible for any reasons as it may occurred, the holder should request the new one at the N.T.T.C.C office..
.....	៣. លិខិតអនុញ្ញាតនេះត្រូវបង្ហាញជូនអ្នកមានសមត្ថកិច្ចតាមការស្នើសុំ ។ This Permit shall be produced to the competence Authorities upon request.
.....	៤. ហាមការកោសលុប បន្ថែមឬបន្លំពាក្យពេចន៍នៅក្នុងលិខិតអនុញ្ញាតនេះ ។ It is prohibited to erase, add or falsify any items specified in this Permit.
.....	៥. លិខិតអនុញ្ញាតនេះប្រើត្រាស់សំរាប់យានយន្តដែលបានបញ្ជាក់ខាងលើ និងត្រូវប្តូរយកថ្មីឲ្យបានមុនពេលជុំនសុពលភាពមួយខែ ។ This Permit shall be used for the specified vehicle only and shall be renewed before one month before the expired date.
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Appendix G: Form of Sign on the Vehicle to Indicate that It is Engaged in Cross-Border Transport

Number: .....

CROSS-BORDER TRANSPORT VIETNAM - CAMBODIA

Company: .....
Registered Number: .....
Valid until: .....
Entry point: ..... Exit point: .....
Route: .....

Issuing office
(Signature, Stamp)

Note: Background: White, Letters and border: Red colour.

Number: .....

CROSS-BORDER TRANSPORT CAMBODIA - VIETNAM

Company: .....
Registered Number: .....
Valid until: .....
Entry point: ..... Exit point: .....
Route: .....

Issuing office
(Signature, Stamp)

Note: Background: White, Letters and border: Red colour.

(Cambodian Sample Sign)

Appendix H: Model Consignment Note

Copy nr. [1 (consignor)] [2 (consignee] [3 (carrier)]

1 Consignor (name and address)	International Consignment Note
2 Consignee (name and address)	16 Contracting Carrier (name and address)
3 Place of delivery of the goods	17 Subcontracting actual carrier (name and address)
4 Place of taking in charge of the goods	18 Carrier's remarks
5 Documents attached	

6 Marks and numbers	7 Number of Packages	8 Method of packing	9 (Dangerous) nature of the goods	10 Other particulars: - Customs value - Other	11Gross weight in kg	12 Volume in m^3
ADR Class	ADR Number	ADR Letter				

13 Consignee's instructions: - for Customs formalities: - for other formalities: - transhipment is/is not allowed - other:	19 Special Agreements : - cargo insurance to be arranged by the carrier : - period/latest day for performance of carriage : - declared value and/or special intrest in delivery of goods :						
	20 To be paid by:	Consignor		Currency		Consignee	
	Carriage charges: Reductions:						
14 Instructions on payment of carriage charges: 0 prepaid 0 collect	Balance: Supplemental charges Other						
	TOTAL:						
21 Done at on 20	15 Cash on Delivery :						

22 Consignor's signature/stamp	23 Carrier's signature/stamp	24 Goods received : - at (place) - on (date) Consignee's remarks: Consignee's signature/stamp:

Signed : 1 June 1998.

AGREEMENT

Between

THE ROYAL GOVERNMENT OF CAMBODIA

AND

THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM

ON

ROAD TRANSPORTATION

The Royal Government of Cambodia and the Government of the Socialist Republic of Vietnam (hereinafter called the "Contracting Parties");

With the aim of strengthening relations between the people in both territories based on the principle of equality and mutual interests;

Desiring to facilitate road transportation of goods and passengers (including tourists) between their countries;

Have agreed as follows:

ARTICLE I

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 rights and opportunities in conducting the bilateral road transportation of goods and passengers (including tourists) between the two countries.

3. Other matters concerning 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 purposes of this Agreement:

1- The term "***Territories***" shall be comprised of Cambodia and Vietnam;

2- The term "***Competent Authority***" shall mean:

-On the Cambodian side, the Ministry of Public Works and Transport and any Body authorized by the said Ministry.

-On the Vietnamese side, the Ministry of Transport and any Body authorized by the said Ministry.

3- The term "***Carrier***" shall mean any legal person who, in either the territory of the Kingdom of Cambodia (hereinafter called Cambodia) or the territory of the Socialist Republic of Vietnam (hereinafter called "Vietnam") 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 "***Passenger vehicle*** " shall mean any mechanically propelled road vehicle which :

a) is constructed 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 a carrier authorized in that territory to carry passengers (including tourists);

5- The term "***Taxi***" shall mean any mechanically propelled road vehicle which:

a) is constructed for use on the road for carriage of passengers;
b) has 5 seats including that of the driver and has a sign "Taxi" on the vehicle roof.
c) is registered in the territory of one Contracting Party.

6- The term "***Non-commercial vehicle***" shall mean any mechanically propelled road vehicle which:

a) is constructed 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 used for the commercial transport services.

7- The term "*Goods vehicle*" shall mean any mechanically propelled road vehicle which:

a) is constructed or adapted for use on the road for carriage of goods;

b) is registered in the territory of one Contracting Party and is 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 a power-driven vehicle, which:

a) is constructed or adapted for use on the road for carriage of goods;

b) is registered in the territory of one Contracting Party and is 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 Authorities 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 The following vehicles, registered in the territory of Vietnam or Cambodia, shall be permitted to pass through the designated border gates, either between the territories of the Contracting Parties, or in transit through the territory of either Contracting Party : diplomatic vehicles, vehicles owned by the international organization , Government vehicles, official mission vehicles, vehicles driven by overseas businessmen and ambulances.

ARTICLE 6

PRODUCTION OF DOCUMENTS

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.

ARTICLE 7

EXCLUSION OF CABOTAGE

Goods vehicles, passengers vehicles (including tourists) and taxi 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

All transport vehicles, except non-commercial vehicles set forth in article 3, paragraph 2, operating under the provisions of this Agreement shall follow the border gates and the specified routes defined in the transport permit .

ARTICLE 9

FUEL AND MATERIALS FOR THE VEHICLES AND PROTECTION OF ENVIRONMENT

1- The following items brought into the territory of the other Contracting Party shall be declared to the Customs Office and exempted from import-export taxes and duties:

a) Fuel held in the tanks fitted to each type of road transport vehicle and which are installed technically and structurally in accordance with the international manufacturer's design;
b) Lubricants in quantity necessary for use during transport operation;
c) Spare parts and necessary tools for the vehicles.

d) Unused spare parts or defective components dismantled from the vehicle shall be subject to being taken back out of the country.

2- Road transport vehicles of each Contracting Party when carrying goods or passengers in the territory of the Contracting Party shall not leave behind any substances that may damage the environment of the other Contracting Party.

ARTICLE 10

CUSTOMS FORMALITY PRIORITY

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

1) First priority: Transport of patients who are seriously sick, tourists, passengers, corpses.
2) Second priority: Transport of perishable goods, fresh vegetables.
3) Third priority: Transport of livestock and 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 other Contracting Party shall undertake to pay the transit fees and other charges such as for use of toll roads , bridges , ferries, etc. All transit fees and other said charges shall be determined by either Contracting Party through mutual consultation .

ARTICLE 12

COMPLIANCE WITH NATIONAL LAWS NON-DISCRIMINATION ON PASSENGERS, TOURISTS AND TRANSPORT VEHICLES

1. Carriers who are permitted to operate transport services using passenger vehicles, taxi 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 tourists one), taxi and goods vehicles of one Contracting Party, when entering , or performing transport operation in the territory of the other Contracting Party, shall comply with national laws and regulations in force in that territory.

3. One Contracting Party shall not impose on passengers vehicles , taxi or goods vehicles of the other Contracting Party requirements which are more restrictive than those applied by its national laws and regulations upon its own vehicles.

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 solutions..

ARTICLE 14

DISPUTES 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 through the diplomatic channels.

2. All disputes arising between the carriers relating to their contract execution shall be settled by the carriers themselves through negotiations. In case of disagreement, dispute shall be settled by national laws or regulations in force in the Contracting Party's territory in which the dispute has taken place and finally, if they can not reach any consent, by the international arbitration.

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 by mutual consent shall be an integral and authentic part of this Agreement.

ARTICLE 16

EFFECTIVENESS 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 NON-CONTRACTING PARTY

This Agreement shall not be applied to road transport vehicles registered in a third country using roads of one Contracting Party to enter the territory of other Contracting Party and shall not be 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.

ARTICLE 18

IMPLEMENTING BODY OF THE AGREEMENT

1. The two Governments of the Contracting Parties assign the Ministry of Transport of Vietnam and the Ministry of Public Works and Transport of Cambodia to stipulate in details the implementation of this Road Transportation Agreement.

2. The Ministry of Transport of Vietnam and the Ministry of Public Works and Transport of Cambodia duly authorize a body to be responsible for instructions, checking the implementation of the Agreement, issuing transport permits to vehicles involved in this Agreement and dealing with all related matters occured during the implementation of this Agreement .

ARTICLE 19

ENTRY INTO FORCE AND VALIDITY

1. This Agreement shall enter into force for a period of three years from the date of signing by both Contracting Parties.

2. This Agreement shall thereafter automatically be renewed for three year periods unless it is terminated by either Contracting Party, by giving a written notice of termination of the said Agreement to the other Contracting Party through diplomatic channels, six months prior to the automatic renewal date.

Amendments during the validity of this Agreement :

-This Agreement may be amended or modified by mutual consent of the Contracting Parties in writing. Such amendments and modifications shall become effective on the date of exchanging the notes of acceptance.

-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.

4- This Agreement is done in Hanoi on this First June in the One Thousand Nine Hundred and Ninety-Eight in two originals in Khmer, Vietnamese and English languages, each text being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

FOR THE ROYAL GOVERNMENT OF CAMBODIA

H.E. Dr. SOK MATHOEUNG
Under-Secretary of State
Ministry of Public Works and Transport

FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM

H.E. Dr. DAO DINH BINH
First Vice-Minister
Ministry of Transport

ARTICLE 4

NUMBER PLATE, DRIVER'S LICENSE, OPERATING LICENSES THIRD PARTY LIABILITY INSURANCE

1- Goods vehicles, passengers vehicles (including tourists) and taxi of one Contracting Party, when in other Contracting Party' s territory , shall:

a) bear a registered number plate issued by the Competent Authority of either Contracting Party.
b) possess the pass-border permit with special plate issued by the Competent Authority of either Contracting Party. The form of the pass-border permit and the design of the special plate shall be agreed upon by the Competent Authorities of the Contracting Parties.
c) Possess the operating license issued by the Competent Authority of the Contracting Party in which they operate.
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 vehicles they are driving and allowed to use in the territory of the other Contracting Party.

ARTICLE 5

MOVEMENT OF PEOPLE, VALID PASSPORT AND VISA

1- The cross border movement of people living along the border area of the Contracting Parties shall be subject to another agreement.

2- All other people including drivers need both a valid passport with 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.