

MEMORANDUM OF UNDERSTANDING ON THE INITIAL IMPLEMENTATION OF THE AGREEMENT BETWEEN AND AMONG THE GOVERNMENTS OF THE KINGDOM OF CAMBODIA, THE PEOPLE'S REPUBLIC OF CHINA, THE LAO PEOPLE'S DEMOCRATIC REPUBLIC, THE REPUBLIC OF THE UNION OF MYANMAR, THE KINGDOM OF THAILAND, AND THE SOCIALIST REPUBLIC OF VIET NAM FOR THE FACILITATION OF CROSS-BORDER TRANSPORT OF GOODS AND PEOPLE AT MYAWADY, REPUBLIC OF THE UNION OF MYANMAR AND MAE SOT, KINGDOM OF THAILAND

The Governments of the Republic of the Union of Myanmar and the Kingdom of Thailand, hereinafter referred to as "the Parties to the Memorandum of Understanding ("MoU")":

Referring to the Agreement Between and Among the Governments of the Lao People's Democratic Republic, the Kingdom of Thailand, and the Socialist Republic of Viet Nam for the Facilitation of Cross-Border Transport of Goods and People, originally signed in Vientiane on 26 November 1999, Lao People's Democratic Republic, amended at Yangon, Myanmar on 29 November 2001, acceded to by the Kingdom of Cambodia at Yangon, Myanmar on 29 November 2001, acceded to by the People's Republic of China ("PRC") at Phnom Penh, Cambodia on 3 November 2002, acceded to by the Republic of the Union of Myanmar at Dali, PRC on 19 September 2003, and amended at Phnom Penh, Cambodia on 30 April 2004, hereinafter referred to as "the Agreement";

Recognizing that the reduction of nonphysical barriers to transport and trade is key to increasing the benefits of improved connectivity between the GMS countries, and cognizant of the importance of intraregional trade, tourism, and investments in boosting economic growth and improving standards of living in the GMS, we remain committed to fast tracking and streamlining transport and trade facilitation measures between our countries through pragmatic, realistic, and results-oriented transport and trade facilitation initiatives;

Welcoming the steps taken bilaterally and plurilaterally between and the GMS countries to engage in cooperative arrangements to facilitate cross-border transport with respect to bilateral/trilateral traffic rights agreements and memoranda of understanding on the Initial Implementation of the CBTA;

Acknowledging the singular potential of the CBTA to establish an efficient subregional transport market and to achieve these aims, including through simplification and harmonization of legislation, regulations, procedures and requirements relating to cross-border transport, the reduction of the procedures and formalities required for cross-border traffic, and the elimination of documents and formal requirements that are superfluous;

Recalling that, according to the CBTA texts, Contracting Parties to the Agreement shall not be precluded from granting greater facilities by unilateral national arrangements;

Noting that ratification of the Agreement and its Annexes and Protocols was completed by all Contracting Parties in 2015;

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Recalling that as per Article 37 of the Agreement and the provisions in the Annexes and Protocols on "Conforming National Law", the Contracting Parties to the Agreement have undertaken to conform their national legal regime with the contents of the Agreement and its Annexes and Protocols;

Referring to Article 5(c) of Annex 4 of the Agreement calling expressly for the implementation of single-stop customs inspection procedure through a bilateral Memorandum of Understanding between the bordering country pairs, in order to specify the modality;

Recalling the decisions of the CBTA Joint Committee at its meeting in Hanoi, Vietnam on 15 March 2018 that Myanmar shall enjoy a grace period for the issuance, and acceptance from other CBTA Contracting Parties, of GMS Road Transport Permits until 1 June 2020, and that Myanmar shall issue permits on the basis of IICBTAs with neighboring countries, commencing with the Kingdom of Thailand; and

Recognizing that this Memorandum of Understanding will commit the Parties to undertake initial implementation of the Agreement:

HAVE AGREED AS FOLLOWS:

1. The terms and expressions in this MoU shall have the same meanings as defined in the Agreement.
2. The Parties to the MoU shall implement the following measures and deliverables with respect to the Agreement and its Annexes and Protocols:

A. Concerning Part II of the Agreement on Facilitation of Border Crossing Formalities

A1. Concerning Article 4(a) of the Agreement and Article 4 of Annex 4 (Single-Window Inspection) and Article 4(b) of the Agreement and Article 5 of Annex 4 (Single-Stop Customs Inspection)

The Parties to the MoU shall:

- (i) work towards adoption of single-window inspection at the Myawady-Mae Sot border crossing points by simultaneous performance of duties by the respective Competent Authorities at the Myawady-Mae Sot border crossing points or delegating the competence to another authority present at the border (e.g., Customs) to perform it on their behalf;
- ii) as called for in Article 5 of Annex 4 of the Agreement, work towards adoption of single-stop inspection at the Myawady-Mae Sot border crossing points, to include a combination of minimal inspection on outgoing goods and performance in foreign territory; and
- (iii) set out the agreed procedures for single-window inspection and single-stop inspection in an Attachment 1 of this MoU to be added later, whilst considering this MoU to fulfill, ad interim, the requirement of Article 5 (c) of Annex 4 of the Agreement for a bilateral Memorandum of Understanding per border crossing identified in Protocol 1 of the Agreement.

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A2. Concerning Article 4(c) of the Agreement and Article 3(b) of Annex 4 (Coordination of Hours of Operation and Related Issues)

The Parties to the MoU shall:

- (i) coordinate operating hours at the Myawady and Mae Sot border crossing points between 0600 hours and 2000 hours (Myanmar time) and 0530 hours and 1930 hours (Thailand time), seven days a week, including holidays or as decided by the Parties to the MoU; and
- (ii) implement round-the-clock operation at the Myawady and Mae Sot border crossing points, by opening on request when a notice has been sent in advance, so as to assure clearance outside normal business working hours or otherwise, according to the procedures appended in Attachment 2 of this MoU.

A3. Concerning Article 4(d) of the Agreement and Article 8 of Annex 4 (Advance Exchange of Information and Clearance)

The Parties to the MoU shall:

- (i) continue to cooperate with each other to allow for advance exchange of information as a preliminary step to the development of pre-arrival processing and clearance of goods and people, subject to the respective laws and regulations of the Parties to the MoU;
- (ii) dispatch the relevant border crossing documents to the authorities of the other Party to the MoU, using all appropriate means of communication (e.g., courier, mail, facsimile, telex, electronic means); and
- (iii) implement advance exchange of information through electronic data interchange in accordance with internationally-accepted standards.

A4. Concerning Article 6 of Annex 4 (Harmonization, Simplification, and Language of Documents), Article 7 of Annex 4 (Exchange of Information), Annex 15 (Commodity Classification System), and Articles 4 (Facilitation of Border Crossing Formalities), 31 (Transparency of Legislation, Regulation and Status of Infrastructure), and 35 of the Agreement (Documentation and Procedures)

Each Party to the MoU shall:

- (i) provide each other's Competent Authorities with, and keep updated, an information sheet in the English language and in its national language listing all the formalities, procedures and documents (possibly according to different cases) required for border crossing (as if it were intended for use by the commercial truck/bus driver), which, in turn, will disseminate information to licensed transport operators engaged in cross-border transport operations and the general public through local newspapers, periodic publications and/or other forms of media;

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- (ii) eliminate any documents or formal requirements that are now superfluous or do not serve any particular purpose;
- (iii) streamline and limit documents, procedures, and formalities;
- (iv) harmonize the declaration/clearance documents in accordance with related developments under the Association of Southeast Asian Nations ("ASEAN") Customs Integration Initiative;
- (v) continue to conform all measurements with SI Units (the International System of Modern Metric Units);
- (vi) continue to align documents to the UN Lay-Out Key or Trade Documents, inserting an English translation, and provide that reference be made to the English-language version in the event of a difference in meaning; and
- (vii) continue to Implement the Harmonized Commodity Description and Coding System ("Harmonized System" or "HS"), and any subsequent amendment(s) of the HS.

A5. Concerning Article 9 of Annex 4 (Priority Order of Border Crossing Clearance)

The Parties to the MoU shall:

continue to implement priority order of border clearance in accordance with Article 9 of Annex 4 of the Agreement.

A6. Concerning Article 10 of Annex 4 (Reduction of Routine Exhaustive Physical Inspection Practice)

The Parties to the MoU shall:

- (i) continue to implement risk management techniques at the Myawady-Mae Sot border crossing points (including, e.g., selectivity in cargo inspection based on established risk indicators, pre- or post-entry inspections/clearance systems) in accordance with Article 10 of Annex 4 of the Agreement; and
- (ii) strengthen their respective risk management systems at the Myawady-Mae Sot border crossing points in line with international best practices.

A7. Concerning Article 3 (d) and Article 11 of Annex 4 (Availability of Required Facilities and Personnel) and Annex 12 (Border Crossing and Transit Facilities and Services)

The Parties to the MoU shall:

provide facilities, equipment (both ICT and non-ICT, e.g., computers, telecommunications, equipment for machine reading of passports, X-ray scanner machine for goods and container inspection, automatic

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vehicle identification/license plate readers, bar code readers for other documents), and personnel required for modern border management at the Myawady-Mae Sot border crossing points, taking into account (a) existing and anticipated type and volume of cross-border trade, (b) implementation of risk management techniques, (c) where applicable, compatibility with the equipment of the neighboring country for transfer and sharing of information; and (d) relevant international standards and protocols.

B. Concerning Part III of the Agreement on Cross-Border Movement of People

B1. Visas

Each Party to the MoU shall:

- (i) continue to update and disseminate information through the Embassies/Consulates and internet (for Thailand, www.mfa.go.th, and for Myanmar, www.mip.gov.mm) on location(s) where visas can be applied for and obtained, conditions, required documents to support the application, cost, time required for issuance, and period of validity, in the English language;
- (ii) continue to issue multiple entry/exit visas valid for a minimum one year period and stays of at least 30 days for drivers and crew members of commercially operated motor vehicles;
- (iii) continue to implement the border pass regime at the Myawady-Mae Sot border crossing points.

B2. Health Inspection

Each Party to the MoU shall:

- (i) continue to comply with the International Health Regulations, the Code of Practice of the World Health Organization ("WHO");
- (ii) continue to disseminate updated information in the English language on applicable laws and regulations regarding public health and quarantine through the internet (for Thailand, www.moph.go.th, and www.fda.moph.go.th, for Myanmar, www.fdamyanmar.gov.mm), and through the Ministries of Health of the Parties to the MoU to disseminate information to licensed transport operators engaged in cross-border transport operations and the general public through local newspapers, periodic publications, and/or other forms of media, and in its national language;
- (iii) continue to exempt from health inspection travelers who carry the prescribed WHO documents, who neither originated from, nor passed through, a quarantined and/or an infected area or risk area, and who do not show any external symptoms or acute infections from routine health medical checks, inspections, or examinations; and
- (iv) when a traveler is upon medical examination found to be infected with a dangerous communicable disease, continue to offer appropriate medical care and treatment in

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isolation/quarantine to the individual, and notify promptly the WHO and the Ministry of Health of the other Party to the MoU via the appropriate channels in accordance with applicable rules.

B3. Customs Control: Duty-Free Allowance

Each Party to the MoU shall:

exempt from customs duties and taxes, personal effects carried by private persons (e.g., clothes and necessities for personal hygiene in reasonable quantities, luggage) and currency for living expenses within the limits prescribed by national laws or regulations, in accordance with Annex 5 of the Agreement.

B4. Transport Conditions

The Parties to the MOU shall:

- (i) promote the provision of cross-border passenger transport services (e.g., bus) between their territories in accordance with Annex 5 of the Agreement;
- (ii) implement the regime for carrier liability for death and bodily injury of the passenger and damage to or loss of luggage in accordance with Annex 5 of the Agreement.

C. Concerning Part IV of the Agreement on Cross-Border Transport of Goods

C1. Concerning Article 9 (Phytosanitary and Veterinary Inspection)

Each Party to the MOU shall:

- (i) continue to comply with International agreements related to the regulations of the WHO, Food and Agriculture Organization ("FAO"), International Plant Protection Convention ("IPPC"), Codex Alimentarius Commission ("CODEX"), and Office International des Epizooties ("OIE", the World Organization for Animal Health) in applying inspection of goods crossing the border, and
- (ii) continue to disseminate their updated national sanitary and phytosanitary (SPS) laws and regulations. For Thailand, this shall be through via the website of the National Bureau of Agricultural Commodity and Food Standards, www.acfs.go.th. For Myanmar, this shall be via its national trade portal (www.myanmartradeportal.gov.mm) and through its National SPS Focal points and related websites(www.moali.gov.mm , www.fdamyanmar.gov.mm and www.mohs.gov.mm). Local periodic publications, and/or other forms of media in the English or in the respective national languages, may also be used.

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C2. Concerning Article 10 (Special Regimes for the Transport of Particular Categories of Goods), Annex 1 (Carriage of Dangerous Goods), and Annex 3 (Carriage of Perishable Goods)

Each Party to the MoU shall:

- (i) follow the arrangements for dangerous goods provided in Annex 1' of the Agreement;
- (ii) grant perishable goods a priority border crossing clearance regime as called for by Article 9 of Annex 4 and in accordance with Article 2 of Annex 3 of the Agreement; and
- (iii) implement, as appropriate, recommended standards for the carriage of perishable goods, (e.g., foodstuffs and non-foodstuffs, livestock, and live plants).

D. Concerning Part V of the Agreement on Requirements for the Admittance of Vehicles

D1. Concerning Article 12 (Registration) and Annex 2 (Registration of Vehicles in International Traffic), Article 13 (Technical Requirements), and Article 14 (Recognition of Technical Inspection Certificates)

Each Party to the MoU shall:

- (i) mutually recognize the vehicle registration certificate/international transport permit, registration plate, and Inspection certificate issued by the other Party to the MOU;
- (ii) adopt the provisions of Annex 2 of the Agreement concerning the vehicle registration certificate/international transport permit, registration plate, and inspection certificate; and
- (iii) disseminate updated information on the Host Country weight, axle load, and dimensions standards for vehicles through the Internet. For Thailand via www.ltpcenter.com and for Myanmar via www.myanmarrtad.com. Information shall be provided in the English language and in the national languages of the Parties to the MoU, as appropriate. The Ministries of Transport of the Parties to the MoU shall, in turn, disseminate information to licensed transport operators engaged in cross-border transport operations and the general public through local newspapers, periodic publications, and/or other forms of media.

D2. Concerning Article 15 and Annex 7 (Road Traffic Regulations and Signage), and Article 26 (Road Signs and Signals)

Each Party to the MoU shall:

- (i) bring their road traffic regulations and signage along their respective sections of the Corridors listed in Attachment 1 of Protocol 1 of the Agreement in line with Annex 7; and

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(ii) disseminate information on the existing applicable regulations on road signs and signals, and any modification thereof, no later than three months following its approval, in the English language and in the national languages of the Parties to the MoU, as appropriate. For Thailand, this shall be done via www.ltpcenter.com and for Myanmar via www.myanmarrtad.com. The Ministries of Transport of the Parties to the MoU shall, in turn, disseminate information to licensed transport operators engaged in cross-border transport operations and the general public through local newspapers, periodic publications, and/or other forms of media.

D3. Concerning Article 16 (Compulsory Third-Party Motor Vehicle Liability Insurance)

Each Party to the MoU shall:

(i) disseminate updated information on compulsory third-party motor vehicle liability insurance requirements and any modification thereof, no later than three months following its approval, in the English language and in the national languages of the Parties to the MoU, as appropriate. For Thailand, this shall be done via www.oic.or.th and for Myanmar via www.mminsurace.gov.mm. The Ministries of Transport of the Parties to the MoU shall, in turn, disseminate information to licensed transport operators engaged in cross-border transport operations and the general public through local newspapers, periodic publications, and/or other forms of media;

(ii) disseminate information on location(s) for issuance, premium charges and period of coverage to apply for third-party motor vehicle liability insurance cover and any modification thereof, no later than three months following its approval, in the English language and in the national languages of the Parties to the MoU, as appropriate. For Thailand, this shall be done via www.doi.go.th and for Myanmar via www.mminsurace.gov.mm. The Ministries of Transport of the Parties to the MoU shall, in turn, disseminate information to licensed transport operators engaged in cross-border transport operations and the general public through local newspapers, periodic publications, and/or other forms of media; and

(iii) make available third-party motor vehicle insurance policies in the English language and in its national language.

D4. Concerning Article 17 (Driving Permits) and Annex 16 (Criteria for Driving Licenses)

Each Party to the MoU shall:

(i) ensure that its driving license(s) continue(s) to be in accordance with the requirements of Annex 16 of the Agreement;

(ii) provide the Issuing Authority of the other Party to the MoU with any modification on the format/model of its driving license(s), no later than three months following its approval;

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- (iii) complete a certified English translation of its modified driving license(s), if any, no later than three months following its approval; and
- (iv) continue to mutually recognize driving license(s) issued by the Issuing Authority of the other Party to the MoU.

D5. Concerning Article 18 and Annex 8 (Temporary Importation of Motor Vehicles)

Each Party to the MoU shall:

- (i) grant temporary admission to its territory to motor vehicles registered in the Parties to the MOU (including the fuel contained in their ordinary/original supply tanks, and lubricants, maintenance supplies, and spare parts in reasonable quantities), without payment of import duties and taxes, without depositing a Customs' guarantee bond, and free of other import prohibitions and restrictions, subject to the return of the motor vehicles to their Home Country, for a period not exceeding 30 days. Parties to the MoU may extend this period on a case by case basis, as appropriate;
- (ii) use as evidence of temporary admission and re-exportation of motor vehicles an original "MYA-T Temporary Admission Document" (TAD) and endorsements entered in the TAD by the Host Country's Customs Authorities, based on the template given in annex; and
- (iii) take other actions necessary to establish the transit and inland customs clearance regime called for in Annex 6 of the Agreement.

E. Concerning Part VI of the Agreement: Exchange of Commercial Traffic Rights

E1. Concerning Article 19 (Traffic Rights), Article 22 (Market Access), Article 23 (Free Market for Transport Services), Protocol 3 (Frequency and Capacity of Services and Issuance of Quotas and Permits)

The Parties to the MoU shall:

- (i) allow transport operators engaged in cross-border transport operations between them to establish representative offices in the other Party for the purpose of facilitating transport operations between the Parties to the MoU;
- (ii) authorize cross-border transport operations between them by licensed transport operators, registered in one or other Party to the MoU, issued with a "MYA-T Cross-Border Transport Permit" in accordance with the template in annex and provisions included therein;
- (iii) issue and distribute MYA-T cross-border transport permits to its transport operators via the National Transport Facilitation Committee of the Home Country (or its authorized Competent

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Authority)), while observing the principle of non-discrimination, and mutually recognize permits so issued by the other Party to the MoU;

(iv) be entitled to issue 100 MYA-T permits for cargo transportation and for non-scheduled passenger transportation through the Myawady – Mae Sot border crossing point, upon entry into force of this MoU. The parties to the MoU may discuss and mutually agree, through signature of an Addendum to the MoU by the duly authorized representatives of their National Transport Facilitation Committees, the total number of MYA-T cross-border transport permits each Party is entitled to issue from time to time thereafter;

(v) Transport operations under other arrangements as currently exist shall progressively be covered under the MYA-T permit quota within a 12-month period of entry into force of this MoU. This period may be extended at the request of either Party to the MoU and agreed by both Parties. These provisions shall not be construed to prevent advantages accorded by either Party in order to facilitate frontier traffic; and

(vi) For scheduled passenger transportation, the Parties to the MoU may make appropriate arrangements on terms and conditions and/or on the number of permits in line with Article 5 of Protocol 3 of the Agreement.

E2. Concerning Article 20 (Designation of Routes and Points of Entry and Exit (Border Crossings) and Protocol 1 (Designation of Corridors, Routes, and Points of Entry and Exit (Border Crossings) as well as Article 31 (Transparency of Legislation, Regulation and Status of Infrastructure)

Each Party to the MoU shall:

(i) allow the cross-border transport of goods and people at the Myawady - Mae Sot points of entry and exit and along the East –West Economic Corridor in Myanmar and Thailand, with other permissible routes to be added through signature of an Addendum to the MoU by the duly authorized representatives of their National Transport Facilitation Committees.

(ii) disseminate updated information concerning its respective sections of its Corridors as listed in Attachment 1 of Protocol 1 of the Agreement (e.g., detailed information on the condition, technical specifications, and roadside equipment, especially the location of emergency communication systems and service facilities and rest areas) and information on the completion of subsequent major construction works. For Thailand, this shall be done via www.doh.go.th and www.ltpcenter.com. For Myanmar, this shall be done via www.construction.gov.mm and www.myanmarrtad.com. The Ministries of Transport of the Parties to the MoU shall, in turn, disseminate information to licensed transport operators engaged in cross-border transport operations and to the general public through local newspapers, periodic publications, and/or other forms of media; and

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(iii) disseminate information on completed and planned significant construction works at the Myawady-Mae Sot border crossing points and along the East-West Economic Corridor and other relevant Corridors. For Thailand, this shall be done through via www.doh.go.th. For Myanmar, this shall be done via www.construction.gov.mm. Information shall be disseminated within three months following the announcement of completed and planned commencement of construction works.

E3. Concerning Article 21 (Licensing of the Transport Operator (Access to the Profession) and Annex 9 (Criteria for Licensing Transport Operators for Cross-Border Transport Operations)

Each Party to the MoU shall:

- (i) bring its regime for the licensing of transport operators in line with the requirements of Annex 9 of the Agreement; and
- (ii) continue to communicate at least annually the register of licensed transport operators to the other Party to the MoU.

E4. Concerning Article 24 (Pricing and Conditions of Transport) and Annex 5 (Cross-Border Movement of People) and Annex 10 (Conditions of Transport)

Each Party to the MoU shall:

have the price setting for its cross-border transport services determined in accordance with the relevant provision of Annexes 5 and 10 of the Agreement. With respect to scheduled bus services, prices shall be subject to systematic joint supervision by the Competent Authorities of the Parties to the MoU in line with Article 24(b) of the Agreement.

F. Concerning Part VII of the Agreement on Infrastructure¹

Each Party to the MoU shall:

carry out construction/reconstruction work for the roads and bridges in its country along the East-West Economic Corridor as listed in Attachment 1 of Protocol 1 of the Agreement, in accordance with the minimum standards and specifications set out in Annex 11 of the Agreement.

G. Concerning Part VIII of the Agreement on Institutional Framework

The Parties to the MoU shall:

¹ Article 26 (Road Signs and Signals) is covered in relation to Article 15 on Road Traffic Regulation and Signage of Part V (Requirements for the Admittance of Motor Vehicles). Article 27 (Border Crossing Facilities) is covered under Article 4 and Part II (Facilitation of Border Crossing Formalities).

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(i) through their respective National Transport Facilitation Committees, coordinate the Implementation of the Agreement, including the holding of bilateral meetings between respective members to monitor progress of implementation of the Agreement and its Annexes and Protocols at the Myawady-Mae Sot border crossing points, as required, but at least annually; and

(ii) ensure that their respective Competent Authorities at the Myawady-Mae Sot border crossing points hold bilateral coordination meetings, as required to (a) monitor progress of implementation of the Agreement and its Annexes and Protocols, (b) discuss issues related thereto, (c) if necessary, bring any outstanding issues to the attention of their respective National Transport Facilitation Committees for resolution, and (d) settle dispute(s) on the interpretation or application of the Agreement in accordance with Articles 29 (b) and 42 of the Agreement.

H. Concerning Part IX of the Agreement Setting Out Miscellaneous Provisions² and Part X of the Agreement Setting Out Final Provisions

H1. Concerning Article 31 (Transparency of Legislation, Regulation and Status of Infrastructure)

Each Party to the MoU shall:

(i) disseminate (e.g., via official journal, public website, general circulation newspapers, specialized business/trade periodicals, other publications), the Agreement, Annexes and Protocols of the Agreement no later than six months after their ratification; and

(ii) make available a comprehensive brochure on the existing domestic laws, regulations, procedures, processes, formalities, documents, practices, etc., that affect cross-border transport of goods and people, in the English language and its national language to foreign traders, businessmen, transport operators, and the general public through local newspapers, periodic publications, and/or other forms of media, and for new laws, regulations, procedures, processes, formalities, documents, practices, etc., within 12 months from their finalization.

H2. Concerning Article 32 (Nondiscriminatory Treatment)

Each Party to the MoU shall:

issue instructions to the relevant agencies at the Myawady-Mae Sot border crossing points against discriminatory behavior/treatment, and provide a means for reporting complaints on discriminatory treatment to their relevant Competent Authorities.

² Article 35 (Documentation and Procedures), exempt for paragraph (iv), is covered in relation to Part II (Facilitation of Frontier Crossing Formalities).

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H3. Concerning Article 33 (Assistance in the Case of Traffic Accidents)

Each Party to the MoU shall:

- (i) continue to assist in case of traffic accidents involving foreign drivers, operators, vehicles, goods, and/or passengers in its country's territory and designate the traffic police as a contact point to (a) assist foreign people (drivers, passengers, etc.) in its territory in accordance with domestic laws and regulations, and (b) reciprocally exchange information with the other Party to the MoU;
- (ii) disseminate information in the English language and its national language on its designated contact points through local newspapers periodic publications, and/or other forms of media, and any changes thereto immediately; and
- (iii) staff the contact points, where possible, with personnel proficient in English and/or in the national language of the other Party to the MoU.

H5. Concerning Article 37 (Conforming National Law)

Each Party to the MoU shall:

- (i) where necessary, conform its relevant national legislation (and regulations) with the contents of the Agreement;
- (ii) where necessary conform its relevant national legislation (and regulations) with the contents of Annexes or Protocols of the Agreement, unless otherwise specified earlier in respect of specific Annex or Protocol;
- (iii) conduct training, individually and jointly with the other Party to the MoU for relevant Competent Authorities at the Myawady-Mae Sot border crossing points on the implementation of the Agreement and its Annexes and Protocols; and
- (iv) prepare or revise, as necessary, manuals of procedures for all relevant Competent Authorities for implementation of the Agreement and its Annexes and Protocols.

I. Final Provisions

I1. Amendments

The Parties to the MoU may propose amendment(s) to the MoU. Such amendment(s) shall be subject to the mutual consent of the Parties to the MoU, and shall be effected by the signing of an Addendum to the MoU by the duly authorized representatives of their National Transport Facilitation Committees. Any amendment shall accordingly form an integral part of this MoU.

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12. Dispute Settlement

Any dispute between the Parties to the MoU including with regard to its interpretation or application shall be settled directly between the Parties to the MoU or by amicable negotiation in their National Transport Facilitation Committees and the CBTA Joint Committee.

13. Suspension of the MoU (Force Majeure)

Each Party may temporarily suspend the application of the MoU with immediate effect in the case of emergencies affecting its national safety or Force Majeure. Each Party will inform the other Party as soon as possible of such suspension, which will end as soon as the situation returns to normal. 'Force Majeure' means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, including, but not limited to, war, riots, terrorism, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

J. Technical Arrangements

(i) Parties to the MoU shall determine the operational aspects related to the implementation of this MoU (with respect to Customs, Immigration and Quarantine and other frontier crossing formalities related to human, animal, and plant protection and health) through Technical Arrangements that may be adopted, amended and/or repealed by the Competent Authorities of the Parties to the MoU by mutual consent and without the need for formal Addenda to the MoU as per Section I above;

(ii) Technical Arrangements shall be adopted, in the first instance, when the relevant Competent Authorities of the Parties to the MoU are ready to do so, in relation to Customs, Immigration, Health Inspection, and Plant and Animal Quarantine and Inspection. Technical Arrangements for Health Product Inspection and Quarantine and other areas may be mutually agreed, adopted, amended and/or repealed as appropriate, by the Parties to the MoU; and

(iii) Any amendment or other change to these Technical Arrangements shall be based on mutual consent and notified in writing by the Competent Authorities of the Parties to the MoU to their respective NTFCs and shall become effective upon the exchange of letters between the NTFCs of the Parties to the MoU within a period not exceeding 30 days from the date of notification.

This Memorandum of Understanding becomes effective 30 (thirty) days after the date of its signature by both Parties.

The MoU shall remain valid unless either party notifies the other, in writing three months in advance of its intention to terminate it.

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Attachment 2

Procedures for Opening of the Border Crossing Points on Request

A. Introduction

1. Article 3 on Consultation, Cooperation, Coordination, and Harmonization of Annex 4 on Facilitation of Frontier Crossing Formalities calls for coordination of operations of adjacent countries' border control posts with respect to (i) operating hours, (ii) type of available inspection services in the respective border crossing point (e.g., customs, quarantine, quality control inspection, health, immigration), and (iii) which types of goods are subject to which types of border crossing clearance. Article 3 also states that in the border crossing points referred to in Protocol 1 of the Agreement, inspection services will be available twenty-four (24) hours a day, seven days a week, either through permanent staffing or by opening on request when a notice has been sent in advance, so as to assure clearance outside normal business working hours otherwise, to be coordinated by the country pairs.
2. This Attachment outlines the procedures for opening on request of the Myawady-Mae Sot border crossing points outside their normal business working hours.

B. General Procedures

3. An application for opening on request of the Myawady-Mae Sot border crossing points outside normal business working hours must be lodged by transport operators engaged in the cross-border movement of goods and people, or by private persons who will be conveyed by non-commercial vehicles. The requisite application form(s) (including, as necessary, supporting documents to facilitate border crossing clearance formalities) shall be completed by the transport operator or by private persons, and submitted to the designated authorities in the border checkpoints or provincial/national capital of the Country of Exit and Country of Entry, or to any other designated authority(ies). The application form shall specify the estimated arrival time, as well as the nature of the operation (e.g., persons, goods) and the type of goods (e.g., quarantine-susceptible goods, livestock or dangerous goods) for the purpose of determining the required type of personnel who would undertake the clearance procedures outside normal business working hours.
4. The application form(s) must be received by the designated authorities of the border checkpoints of the Country of Exit and Country of Entry from the applicant or his/her designated representative(s) during normal business working hours, and no later than twenty-four (24) hours prior to the expected arrival time at the border checkpoint.
5. The designated approving authority(ies) of the border checkpoint(s) in the Country of Exit and Country of Entry shall inform the applicant no later than six (6) hours after receipt of application regarding the approval/non-approval of the request for opening of the border crossing points outside normal business working hours by fax, email or telex or in person if the applicant or his/her designated

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representative lodged the application in person at the border checkpoint(s). Non-approval of the request shall be justified in writing (in the English language).

6. The transport operator or private person shall pay the corresponding fee(s) (if any) for the opening of the border checkpoint outside normal business working hours to the designated collecting agency(ies) of the border checkpoint(s) of the Country of Exit and Country of Entry. The fee(s) can either be paid in cash to the designated collecting agency(ies) at the border checkpoints, or through banks designated by the collecting agencies during normal business working hours.

Annex 1: Template MYA-T Temporary Admission Document (TAD)

Annex 2: Template MYA-T Cross-Border Transport Permit

The MYA-T Cross-Border Transport Permit shall: (1) be continuously valid for a period of one year as from the date of its issuance; (2) be nominative, non-negotiable and non-transferable between transport operators; and (3) if applicable, have its validity subject to its holder holding a valid transport operator license. The MYA-T cross-border transport permit shall include the following minimum particulars in the English language without prejudice to the parallel use of national languages:

(i) the title: MYA-T Cross-Border Transport Permit; (ii) the name and logo of the Issuing Competent Authority, its address, country, and authentication (seal, stamp, and/or signature); (iii) a reference to the MoU; (iv) country code (MYA for Myanmar and T for Thailand) and permit number; (v) the period of validity; (vi) the type of permit and the type of transport operation it covers (cargo/passenger, scheduled/non-scheduled) (vii) for scheduled passenger transport vehicles, the itinerary (including the points of origin and destination), frequency of operations, and the maximum capacity of vehicles, as appropriate; (viii) the identity of the transport operator beneficiary of the permit, (i.e., name and address, license, place of issue, date of issue, period of validity, date of expiry); (ix) 6 blank boxes to contain the registration number of the vehicle(s) to which the MYA-T cross-border transport permit is allocated; (x) the place and date of issuance; and (xi) an authentication (seal/stamp, signature).

The Parties to the MoU shall exchange samples of their respective MYA-T cross-border transport permit, within 30 days of the entry into force of the MoU. The holder shall allocate MYA-T cross-border transport permits to the vehicles of his/her choice employed in cross-border transport operations, but he/she can use a permit only for one motor vehicle at the same time. The motor vehicle to which the MYA-T cross-border transport permit is allocated, shall carry the original permit form on board at all times during cross border transport operations. Each MYA-T cross-border transport permit shall be valid only for a motor vehicle of which the registration number is latest entered on the permit form.

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