

**AGREEMENT ON CARGO AND
PASSENGER TRANSPORT ON THE
LANCANG-MEKONG RIVER
BETWEEN THE GOVERNMENT OF
THE PEOPLE'S REPUBLIC OF
CHINA AND THE GOVERNMENT OF
THE UNION OF MYANMAR**

The Government of the People's Republic of China and the Government of the Union of Myanmar (hereinafter referred to as "the Contracting Parties"),

Aiming at the development of the traditional friendly relations and co-operation between the two countries on the basis of the principle of equality and mutual benefit,

Have agreed on the bilateral cargo and passenger transport between the two countries on the Lancang-Mekong River as follows:

Article 1

In this Agreement:

1. The term “vessel” shall mean any commercial vessel flying the national flag of either Contracting Party, legally registered in its territory and permitted to engage in international shipping.

2. The term “crew member” shall mean any person who holds the identity document as provided in Article 6 of this Agreement and who is actually employed on board a vessel and whose name is included in the crew list of that vessel.

3. The term “passenger” shall mean any person carried in the voyage on board a vessel of either Contracting Party, who holds a valid passport with proper visa or border-pass and whose name is included in the passenger list of the vessel.

4. The term “cargo” shall mean any goods or merchandise carried by the vessel of either Contracting Party and included in the bill of lading of the vessel.

Article 2

1. The Contracting Parties agreed that the Lancang-Mekong River shall be opened for commercial navigation between the two Contracting Parties after the signing of this Agreement. Vessels of any Contracting Party may sail between the ports of both Contracting Parties opened to foreign vessels to engage in the cargo and passenger transport between the two countries or between either Contracting Party and third countries subject to rules and regulations of the Contracting Party in whose territory the vessel is cruising.

2. At present, the Contracting Parties shall open the ports as follows:

For China: Simao, Jinghong, Menghan and Guanglei;

For Myanmar: Wan Pong and Wan Seng.

In keeping with the need of the development of foreign trade and tourism, the Contracting Parties may gradually open more ports to each other.

If any Contracting Party desires to withdraw a port from the open ports mentioned above, it shall no-

tify the other Contracting Party in advance for making necessary arrangements.

Article 3

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

Article 4

Vessels of one Contracting Party shall abide by the laws and regulations of the other Contracting Party, including those of environment protection and ecology balance, etc. , when they are sailing on the territorial waters or berthing at the ports of the other Contracting Party.

Article 5

During the stay of vessels of one Contracting Party on the waters or in the ports of the other Contracting Party, the other Contracting Party shall not interfere with the internal affairs on board vessels of the one Contracting Party, except:

1) when the vessel, its crew or passenger's actions endanger the national security or public order or the rights of nationals of the other Contracting Party;

2) upon the request for assistance from the competent authorities of the one Contracting Party, the diplomatic representatives or consular officials of the flag state;

3) such measures required to suppress and prevent smuggling, illicit dealing in drugs and illegal entry of aliens.

Article 6

Either Contracting Party shall recognize the crew member's identity documents duly issued by the other Contracting Party.

These identity documents shall be:

- for the Chinese crew: the Seaman's Book of the People's Republic of China;
- for the Myanmar crew: the Seaman's Book of the Union of Myanmar.

Article 7

1. Either Contracting Party shall recognize the nationality of the vessels of the other Contracting Party on the ground of the certificate of registry duly issued by the other Contracting Party.

2. Each Contracting Party shall accept the vessels' tonnage certificates duly issued or recognized by the other Contracting Party without the necessity of remeasuring the vessels concerned.

Article 8

1. During the stay of vessels of one Contracting Party, the crew members holding the identity documents as referred to in Article 6 of this Agreement may go ashore for a temporary shore leave in the city or town where the port is located.

2. When crew members of vessels of one Contracting Party need medical treatment in the territory of the other Contracting Party, the competent authorities of that Contracting Party shall permit them to remain in its territory for the period of time necessary for such treatment.

Article 9

Crew members of one Contracting Party holding the identity documents as referred to in Article 6 of this Agreement may enter or pass through, without visa, the territory of the other Contracting Party as passengers by any means of transport when joining their vessels or moving from one vessel to another or being repatriated.

Article 10

Where vessels of one Contracting Party can not perform normal navigation on the waters of the other Contracting Party due to striking upon rocks, running aground, heaving or tracking or passing through rapids, the crew members and passengers on board

may go ashore and travel through the reaches where normal navigation can not be performed. The competent authorities of the other Contracting Party shall be notified as soon as possible.

Article 11

1. Should a vessel of one Contracting Party be involved in any navigational casualties or any other accident on the waters of the other Contracting Party, the competent authorities of the other Contracting Party shall promptly initiate search and rescue operations and arrange as much as possible help and care to the vessel, its crew members, passengers and cargo, and shall notify the relevant authorities of that Contracting Party as soon as possible.

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

3. The crew members and passengers in distress shall respect the laws and regulations of the other Contracting Party when they stay ashore in the terri-

tory of the other Contracting Party. The competent authorities of the other Contracting Party shall, in accordance with international practice, take measures to facilitate the distressed crew members and passengers to go to their destination.

Article 12

Vessels of both Contracting Parties shall be insured with insurance companies authorized by competent authority of the Contracting Party where they are registered.

Article 13

Both Contracting Parties agreed that taxation on income and profit, derived from international shipping operation by shipping enterprises, shall be in accordance with national laws of the respective country in which such income and profit arise.

Article 14

Shipping enterprises of either Contracting Party

may establish their representative offices in the territory of the other Contracting Party, provided that they are in conformity with the relevant laws and regulations of the other Contracting Party and are duly approved by the competent authority thereof.

Article 15

For the purpose of this Agreement, the focal point of each Contracting Party is as follows:

- for the People's Republic of China: the Ministry of Communications;
- for the Union of Myanmar: the Ministry of Transport.

Article 16

Any dispute that may arise from the implementation of this Agreement shall be settled through consultation by representatives of both Contracting Parties on the date and at the place mutually agreed upon.

Article 17

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

Article 18

Any modification or amendment to this Agreement proposed by either Contracting Party shall be notified in writing to the other Contracting Party at least three months in advance. Any such modification or amendment shall enter into force after mutual consent by the Contracting Parties and signature thereof.

Done in Beijing on the date of 7th of the month of January in the year of 1997, in duplicate, in the Chinese, Myanmar and English languages, the three texts being equally authentic. In case of any divergence in the interpretation of the text, the English text shall

prevail.

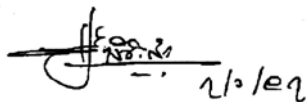
For the Government of
the People's Republic of China

Minister for Communications
the People's Republic of China

黄镇东

For the Government of
the Union of Myanmar

Minister for Transport
the Union of Myanmar



Handwritten signature of U Tun Aung, Minister for Transport of Myanmar, dated 2/10/2017.