**Proposed ‘*Framework Agreement on***

***Cross-Border Railway Transport Connectivity in the GMS*’**

**Draft of 30 June 2019**

**Preamble**

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, hereinafter referred to, collectively, as the “Contracting Parties” and, individually, as “Contracting Party”;

**Animated** by the desire to maintain, further develop, and strengthen their friendly relations and cooperation among the Contracting Parties;

**Keen** to contribute to further the development of their trade relations within the Greater Mekong Subregion (GMS);

**Conscious** of the need to promote and develop a subregional railway transport network in the Greater Mekong Subregion;

**Recalling** the cooperation among members of the subregion with the support of the Asian Development Bank (ADB) in the formulation and operationalization of the Greater Mekong Railway Association (GMRA) Network;

**Determined** to promote collaboration in railway transport;

**Desirous** to facilitate the movement of goods and people between and among the Contracting Parties in their common interest;

**Recognizing** that countries in the region have taken steps bilaterally and multilaterally to engage in cooperative arrangements to facilitate railway transport;

**Emphasizing** their commitment to develop and maintain a mutually beneficial, smooth, swift, rational, and efficient system of transport and communication;

**Recalling** the Recommendations of the GMS Transport Sector Strategy Study (TSSS), approved on 20 October 2004 and endorsed by the GMS Governments at the Summit meeting on 4-5 July 2005;

**Considering** that, in order to strengthen relations and promote international trade and tourism among members of the GMS, it is essential to develop the GMRA Network, including stations and container terminals of international importance, to the requirements of international transport and the environment;

**Keeping** also in view the role of railway transport as an important component of an effective and efficient international multimodal transport network, especially in addressing the specific needs of landlocked developing countries;

**Acknowledging** the GMS Ministers’ endorsement of the Strategic Framework for “Connecting Greater Mekong Sub-region Railways” at the GMS Ministerial Meeting in Hanoi in August 2010;

**Underlining** the Strategic Framework for “Connecting Greater Mekong Sub-region Railways” as the first step in developing and implementing a seamlessly integrated railway system in the GMS;

**Acknowledging** the five sets of priority actions contained in the Strategic Framework for “Connecting Greater Mekong Sub-region Railways”;

**Resolving** to ensure that all Contracting Parties are connected to the GMS railway network in the foreseeable future;

**Acknowledging** the existence of the “Greater Mekong Railway Association”;

**Determined** to ensure that the railway infrastructure, equipment and facilities in the GMS are modern and sufficient to meet the demand for railway services, and operated and regulated according to best practices in the operation and regulation of railways; and

**Mindful** of the fact that “Framework Agreement for Cross-Border Railway Transport Connectivity in the GMS” shall be progressively and gradually implemented and improved by the Contracting Parties in light of the infrastructural, regulatory, technological and commercial developments in the GMS;

**Have agreed as follows**:

**Part I: General Provisions**

**Article 1: Definitions**

* 1. Association: the Greater Mekong Railway Association (GMRA).
	2. Annex: an attachment to the Framework Agreement’s Main Text that contains technical rules or guidelines, and that is adopted by the Contracting Parties.
	3. BOD: Board of Directors of the Greater Mekong Railway Association.
	4. Border Station: a railway station established at or near the border of the territory of a Contracting Party, or at any other place as may be mutually agreed, irrespective of the territory where the station is located, that links to the railway of the border territory of the neighbouring Contracting Party, for purposes of passenger traffic, as well as the transport of goods and movement of rolling stocks.
	5. Competent Authority: body(ies) appointed and given authority by the Governments of the Contracting Parties and responsible for the development and/or implementation of this Framework Agreement.
	6. Connectivity: the linkage of the railway networks of the Contracting Parties, in line with the objectives of the Greater Mekong Railways Association, as laid out in Article 3 of the Intergovernmental Agreement on the GMRA, ensuring that all GMS countries are connected to a seamless inter-operable railway network. Connectivity also refers to the establishment of efficient interconnections with other modes of transport, especially road and inland waterways, and extends to infrastructural, regulatory and people connectivity.
	7. Contracting Party: all Countries having deposited their instruments of ratification, approval or acceptance of this Framework Agreement, in line with their respective domestic procedures, with the GMRA Secretariat..
	8. Cross-Border Railway Traffic: transport by railway across the borders of the Contracting Parties.
	9. Domestic Railway Transport: railway transport network within the territory of one Contracting Party.
	10. Essential Requirements: all the conditions relating to safety, health, protection of the environment, conservation of natural resources, and competitiveness that shall be met by the railway system, the subsystems, and the interoperability constituents, including interfaces.
	11. Framework: the Main Text of this Framework Agreement, together with its future Protocols, Annexes and Technical Arrangements between and among the Contracting Parties, for cross-border railway transport connectivity in the GMS.
	12. Framework Agreement: the Main Text of this Framework Agreement, excluding the future Protocols, Annexes and Technical arrangements to be adopted between and among the Contracting Parties.
	13. GMS: Greater Mekong Subregion.
	14. GMRA: Greater Mekong Railway Association.
	15. Goods: Tangible or movable property, other than money, luggage or parcel, especially items of trade or merchandise. Rolling stock, as defined in this Framework Agreement, is excluded from the definition of goods.
	16. Home Country: for people, the country of usual residence; for railway transport operators, the country of establishment; for rolling stock, the country of registration.
	17. Host Country: the country where the railway transport is performed.
	18. Integration: the creation of a connected railway network in the GMS by the Contracting Parties, enabling all national railways to join the GMS railway network and covering institutional, technical and operational matters. Integration requires that cross-border procedures, such as immigration, customs and health clearance, be in place and that technical and operational standards be compatible and mutually recognised or, if that is not practicable, that procedures and facilities be in place to overcome the remaining differences.
	19. Interoperability: the compatibility of rules, regulations and equipment that allow rolling stock to move across borders into the territories of the Contracting Parties. Ability of a transport network to operate trains and infrastructures to provide, accept and use railway services without any substantial change in functionality or performance.
	20. Joint Assets: fixed infrastructural railway assets that may be jointly owned, operated, maintained and/or renewed by the Contracting Parties.
	21. Multimodal: the carriage, including cross-border and transit transport, of a good or person by at least two different modes of transportation, relating in particular to rail-road transport and rail-port transport interchanges.
	22. Network: a system of interconnected railway infrastructure.
	23. People: people engaged in railway transport operations and people not engaged in railway transport operations.
	24. Protocol: an attachment to the Framework Agreement’s Main Text that amends, supplements or clarifies the Main Text of the Framework Agreement. A Protocol is hierarchically at the same level as the Main Text, but adopted at a later stage in order to modify or specify the Framework Agreement.
	25. Railway: the entire system of railway infrastructure, rolling stock, services and other property used by Contracting Parties for railway transportation.
	26. Railway Transport Operator: a legal private or public person that carries goods and/or people by railway transportation.
	27. Reservation: a unilateral statement, however phrased or named, made by a Contracting Party when signing, ratifying, accepting, approving or acceding to the Framework Agreement, whereby it purports to exclude or to modify the legal effect of certain provisions of the Framework Agreement in their application to that Contracting Party.
	28. Rolling Stock: coaches, wagons, locomotives, and other wheeled vehicles owned, hired, leased, or used by the Contracting Parties for railway transportation.
	29. Technical Arrangement: operational arrangement, agreed to by the competent authorities of the Contracting Parties, that is loosely attached to the Framework Agreement’s Main Text, Annexes or Protocols. It shall contain the technical and operational rules or guidelines that inform the implementation of the Framework Agreement in the operation of the network.
	30. Third Party: a country that is not a Contracting Party to the Framework Agreement.
	31. Train: the set of connected wagons, coaches, or other wheeled vehicles, with or without locomotive(s), operating on the railway of Contracting Parties.
	32. Transport for Own Account: a transport operation that is an ancillary activity of an enterprise, in view of moving its employees or the goods that are the object of its commercial activity, in vehicles owned by the enterprise and driven by its employees.
	33. Transit Country: a Contracting Party in whose territory transit railway traffic occurs.
	34. Transit Railway Traffic: transport of goods from a customs office of departure to a customs office of destination across the territories of one or more Contracting Parties under an applicable Customs Transit System.
	35. TSI: technical specifications for interoperability.
	36. Waybill: Official shipping document issued by a railway transport operator that identifies its consignor, consignee, origin, route and destination, and describes the goods, including their weight and other specific characteristics.

**Article 2: Scope of Application**

* 1. The Framework Agreement applies to the cross-border movement of rolling stock and the cross-border railway transport of goods and/or people into, out of, or across the territories of the Contracting Parties.
	2. Unless expressly stated otherwise, the Framework Agreement does not deal directly with trade and immigration matters. Consequently, and unless otherwise stated, it does not affect the right of the Contracting Parties to apply domestic laws and regulations to the import/export/transit of goods and entry/exit/transit of people.
	3. [The Framework Agreement applies to the Main Text, Protocols, Annexes and Technical Arrangements as agreed, or shall be agreed, by the Contracting Parties through their competent authorities] or [*The Framework Agreement comprises the Main Text agreed among the Contracting Parties, as well as the Protocols, Annexes and Technical Arrangements, as shall be agreed by the Contracting Parties and/or their competent authorities, after signing of the Framework Agreement*] or [*The Framework Agreement comprises the Main Text, Protocols and Annexes, as agreed or shall be agreed by the Contracting Parties. The Framework Agreement applies also to the Technical Arrangements, which shall be agreed by the competent authorities of the Contracting Parties*]
	4. The scope and procedures for the Protocols, Annexes and Technical Arrangements are laid out in the respective articles of the Main Text and/or in the Protocols, Annexes or Technical Arrangements.

**Article 3: Objectives**

The objectives of the Framework Agreement are:

1. To facilitate the cross-border movement of rolling stock and the cross-border railway transport of goods and people between and among the Contracting Parties;
2. To simplify and harmonize legislation, regulations, procedures, and requirements relating to the cross-border railway transport of goods and people;
3. To promote the development of an interoperable subregional railway network; and
4. To promote multimodal transport.

**Article 4: Principles**

The Contracting Parties commit to work cooperatively towards the progressive and continuous development of network connectivity, network integration and inter-operability.

**Article 5: Essential Requirements**

The Contracting Parties underline the importance of the essential requirements of safety, health, protection of the environment, conservation of natural resources, and competitiveness with respect to domestic and cross-border railway transport.

**Part II: The GMS Railway Network**

**Article 6: Railway Characteristics**

6.1 The Contracting Parties shall progressively develop technical specifications for interoperability (TSI). The TSI shall conform to the rules set out in a future dedicated Annex to be adopted by the Contracting Parties.

6.2 The TSI shall be progressively agreed between the Contracting Parties and specified in a future dedicated Annex to be adopted by the Contracting Parties and further specified in Technical Arrangements to be progressively adopted by the competent authorities of the Contracting Parties.

6.3 The Contracting Parties shall take appropriate steps to ensure that these TSI are progressively designed, implemented and managed in such a way as to meet the essential requirements of the network.

**Article 7: Declaration of Conformity or Suitability for Use**

7.1 The Contracting Parties shall work towards the establishment of certified declarations of conformity or suitability, as required, to demonstrate compliance with the essential requirements and with the principle of interoperability.

* 1. All aspects of interoperability shall be subject to the procedures for assessing conformity and suitability for use set out in the relevant TSI and shall be accompanied by the corresponding certified declaration of conformity.
	2. Contracting Parties shall mutually agree the extent to which parts and equipment, already in service when the corresponding TSI enters into force, may be utilized without being subject to the procedure referred to in paragraph 2.
	3. The TSI may provide for a transition period for railway products identified by the TSI as important to ensure interoperability, if these products have already been placed on the market when the TSI enter into force.
	4. The certified declarations of conformity and suitability for use agreed by the Contracting Parties, as well as the relevant rules and procedures, are contained in a future dedicated Annex to be adopted by the Contracting Parties.

**Article 8: Designation of Routes and Border Crossing Points**

In order to enhance the interconnectivity of the railway network, the Contracting Parties shall agree the routes, border stations and crossing points to be covered by this Framework Agreement for the purposes of cross-border railway transport, as designated in a future dedicated Annex to be adopted by the Contracting Parties.

**Article 9: Designation of Railway Transit Routes**

The Contracting Parties shall likewise agree the routes, border stations and crossing points covered by this Framework Agreement for the purposes of transit railway transport, as designated in a future dedicated Annex to be adopted by the Contracting Parties. The rules pertaining to railway transit for goods are defined in Articles 21 and 22 of the Framework Agreement.

**Article 10: Temporary Admission of Rolling Stock and its Verification**

10.1 The Contracting Parties agree to temporarily admit the rolling stock of other Contracting Parties onto their railway networks for the purposes of cross-border and transit railway traffic.

10.2 The Contracting Parties hereby agree that all rolling stock used for cross-border and railway transit traffic shall be examined and attended to by the rolling stock examiners and, when necessary, by other competent authorities.

10.3 The Contracting Parties shall provide facilities for the movement of other Contracting Parties’ rolling stock on their respective railway networks, to include an efficient system for rolling stock monitoring, without the payment of customs duties and import taxes, without depositing a customs’ guarantee bond, and free of import prohibitions or restrictions, subject to re-exportation and subject to the other conditions and control measures laid out in a future dedicated Annex to be adopted by the Contracting Parties.

**Article 11: Joint Assets**

The Contracting Parties recognise the existence of joint assets in use for the operation of the GMS railway network. The specific rules pertaining to ownership and management of such assets are defined in a future dedicated Annex to be adopted by the Contracting Parties.

**Article 12: Emergency Situations and Accidents**

12.1 Each Contracting Party shall promptly notify the other Contracting Parties of any emergency situation relevant to the functioning of the GMS railway network. The Parties shall cooperate and provide mutual assistance in order to resolve any such situation.

12.2 Accidents occurring in the process of railway transport through the territory of a Contracting Party shall be promptly and formally notified, by the Contracting Party where the accident took place, to the GMRA Secretariat and to all other Contracting Parties and shall be investigated and handled in line with the laws and regulations of the Contracting Party where the accident took place. All related Contracting Parties shall work cooperatively to facilitate the investigation and to address the consequences of the accident. After the conclusion of the investigation, the investigating Contracting Party shall inform the GMRA Secretariat and all other Contracting Parties about the results of the investigation.

**Part III: Facilitation of Border Crossing Formalities**

**Article 13: Facilitation of Border Crossing Formalities**

In accordance with a future dedicated Annex to be adopted by the Contracting Parties and to the extent practicable, the Contracting Parties shall progressively adopt the following measures in order to simplify and expedite border formalities:

1. Single-window Inspection: the different inspections and controls of people (i.e., passport/visa, border guard, foreign exchange, customs, health/epidemiological) and goods (i.e., customs, quality, phytosanitary/plant protection, sanitary and veterinary, and nuclear/biochemical inspection) shall be carried out jointly and simultaneously by the respective competent authorities involved, such as customs, police/border guard, immigration, trade, product safety, animal health, plant protection and human health departments, in line with the laws and regulations of each Contracting Party;
2. Single-stop Inspection: the officials of adjacent countries shall assist one another in the performance of their duties. The two adjacent national authorities shall carry out their inspections jointly and simultaneously. Control officials from one Contracting Party may be allowed to perform their duties in the territory of the other Contracting Party, if allowed under the laws and regulations in force in the territory of the host country;
3. Coordination of Hours of Operation: the Contracting Parties shall coordinate the hours of operation of their adjacent frontier crossing control authorities;
4. Advanced Exchange of Information and Clearance: the Contracting Parties shall leverage the mutual Single-window Inspection to allow for the advanced exchange of information and clearance of goods and people; and
5. Any other measure intended to facilitate border crossing formalities, as agreed by the Contracting Parties involved.

**Part III.A: Cross-border Transport of People by Railway**

**Article 14: Visa Issuance**

14.1 With respect to people engaged in railway transport operations and subject to visa requirements, the Contracting Parties undertake to facilitate the issuance of entry visas, in line with their respective laws and regulations. Conditions and modalities of visa issuance shall be elaborated in a future dedicated Annex to be adopted by the Contracting Parties.

14.2 Contracting Parties shall ensure that the immigration and other clearance facilities required for the cross-border railway movement of people are available at the border stations designated in two future dedicated Annexes to be adopted by the Contracting Parties.

**Article 15: Railway Transport of People**

The requirements for the cross-border transport of people by railway, with respect to, *inter alia*, liability, claim settlement and litigation between passengers and carriers, railway transport routes and ticket pricing, shall be stipulated in two future dedicated Annexes to be adopted by the Contracting Parties.

**Article 16: Customs, Immigration and Quarantine**

Further requirements and operational guidelines, with regard to customs, immigration, health quarantine, commodity inspection, animal and plant inspection and quarantine, shall be developed in the Technical Arrangements to be adopted by the competent authorities of the Contracting Parties, as required.

**Article 17: Conditions of Carriage for People**

The Contracting Parties shall define, in the Technical Arrangements to be adopted by the competent authorities of the Contracting Parties, the conditions of carriage in the form of general conditions or tariffs, legally in force in each Contracting Party. These general conditions or tariffs shall become, at the conclusion of the contract of carriage, an integral part of it.

**Article 18: Conformity of Railway Tickets**

18.1 The Contracting Parties undertake to progressively align their national requirements on railway ticketing and the required form and content of the tickets, including the language and script signs, and the required data, including the stations of embarkation and destination, train number, time of departure, passenger name, ID/passport number, ticket number, route, class of wagon, price, period of validity, date of issue, and name of issuing railway.

18.2 The Contracting Parties shall accept tickets acquired in any other Contracting Party.

18.3 Further specifications, including the allocation of ticket revenues among the Contracting Parties, shall be defined in a future dedicated Annex to be adopted by the Contracting Parties and in the relevant Technical Arrangements between the competent authorities of the Contracting Parties.

**Article 19: Ticketing Availability**

The Contracting Parties undertake to cooperate on ticketing availability to ensure the seamless functioning of the railway network and accessibility for customers. Further requirements shall be defined in a future dedicated Annex to be adopted by the Contracting Parties.

**Part III.B: Cross-Border and Transit Transport of Goods by Railway**

**Article 20: Application of Normal Clearance Procedures to Cross-Border Movement of Goods by Railway**

The Contracting Parties undertake to establish customs, sanitary and phytosanitary facilities at the border stations to conduct cross-border procedures for animals, plants and goods clearance, as identified under two future dedicated Annexes to be adopted by the Contracting Parties. Notwithstanding the progressive adoption of facilitated border crossing formalities under a future dedicated Annex to be adopted by the Contracting Parties, normal import/export clearance procedures shall apply to the cross-border movement of animal, plants and goods by railway.

**Article 21: Transit Movement of Goods by Railway**

21.1 The Contracting Parties shall grant freedom of transit through their territories for the transit movement of goods by railway in accordance with the laws of the transit country.

21.2 The transit movement of goods by railway shall be exempt from customs duties and import taxes.

21.3 Charges levied on goods in transit shall only be cost related, as determined in a future dedicated Annex to be adopted by the Contracting Parties.

21.4 Under the premise of not affecting a Contracting Party’s right to tax its residents, when a railway transport operator from other Contracting Parties carries out cross-border railway transit of goods to or across one Contracting Party’s territory, the income is exempted from corporate income tax.

**Article 22: Exemption from Physical Customs Inspection, Bond Deposit, and Escort for the Transit Movement of Goods by Railway**

22.1 In line with GMS commitments made to facilitate the cross-border transport of goods by road, the Contracting Parties further undertake to exempt the transit movement of goods by railway from:

1. Customs physical inspections, excluding animal and plant quarantine, unless considered necessary on the basis of risk analysis;
2. Customs escorts in the national territory, except as required under national laws and regulations; and
3. The requirement to provide any security or guarantee bond, in addition to the requirement that is prescribed under the agreed transit and inland customs clearance regime.

22.2 For that purpose, the Contracting Parties undertake to institute a transit and inland Customs clearance regime, as specified in a future dedicated Annex to be adopted by the Contracting Parties.

**Article 23: Conditions of Carriage for Goods**

23.1 The Contracting Parties shall define, in the Technical Arrangements to be adopted by the competent authorities of the Contracting Parties, the conditions of carriage for goods.

23.2 As part of the conditions of carriage for goods, the Contracting Parties shall establish a common regional waybill, listing, *inter alia*, the wagon and container number.

23.3 Further specifications, including liability, claim settlement and litigation between consignors, consignees and carriers, and allocation of freight revenues among the Contracting Parties, shall be defined in a future dedicated Annex to be adopted by the Contracting Parties, as well as in the relevant Technical Arrangements between the competent authorities of the Contracting Parties.

**Article 24: Sanitary and Phytosanitary Inspection**

The Contracting Parties shall comply with the international agreements, bilateral or multilateral agreements, to which they are parties, related to the regulations of the World Trade Organization (WTO), the World Health Organization (WHO), the Food and Agriculture Organization (FAO), the International Plant Protection Convention (IPPC), and the World Organization for Animal Health (OIE), with regard to the inspection of goods crossing the border.

**Article 25: Special Regimes for the Transport by Railway of Particular Categories of Goods**

25.1 The Framework shall not apply to the transport by railway of dangerous and prohibited goods, as defined in a future dedicated Annex to be adopted by the Contracting Parties.

25.2 The transport by railway of perishable goods, as defined in such future dedicated Annex to be adopted by the Contracting Parties, shall be granted a priority regime for border crossing clearance formalities, as set out in said Annex, in order to avoid any undue delay.

or

25.1 The Contracting Parties shall not transport prohibited goods, and the catalogue of prohibited goods shall be negotiated and determined between and among the competent authorities of the Contracting Parties.

25.2 Transport rules of dangerous goods between or among Contacting Parties should be stipulated in a future dedicated Annex to be adopted by the Contracting Parties, and should require the full application of the measures under the ADR and/or the UN Model Regulation.

25.3 The transport by railway of perishable goods, as defined in such future dedicated Annex to be adopted by the Contracting Parties, shall be granted a priority regime for border crossing clearance formalities, as set out in said Annex, in order to avoid any undue delay.

**Article 26: Temporary Importation of Containers**

~~In light of the 1972 Customs Convention on Containers, the~~ Contracting Parties shall grant temporary admission to containers registered in the territory of another Contracting Party, without payment of customs duties and import taxes, without depositing a customs’ guarantee bond, and free of import prohibitions and restrictions, subject to re-exportation and subject to the other conditions laid down in a future dedicated Annex to be adopted by the Contracting Parties.

**Part IV: Institutional Framework**

**Article 27: Greater Mekong Railway Association**

27.1 The Contracting Parties acknowledge the existence of the Greater Mekong Railway Association (GMRA), whose objective is to increase railway connectivity for the efficient, safe, and environmentally sustainable railway transport of goods and people within and beyond the GMS countries.

27.2 The specific purposes and functions of the Board of Directors (BOD) and of the GMRA Secretariat are laid out in the “*Memorandum of Understanding for the Establishment of the Greater Mekong Railway Association*”, incorporated in the Framework Agreement as a future dedicated Annex to be adopted by the Contracting Parties.

**Article 28: Technical and Administrative Working Groups**

28.1 The Contracting Parties acknowledge and support the Technical and Administrative Working Groups within the GMRA. In particular, the Contracting Parties commit to cooperate within the Working Groups on “*Network Connectivity*” and “*Network Integration and Inter-operability*”. The Contracting Parties commit to support the Working Group on “*Operations and Partnerships*” and any other working group established under the GMRA.

28.2 After the signing of this Framework Agreement, related Working Groups shall be established or designated in order to negotiate, draft and conclude future Annexes, indicatively listed in Appendix I to the Framework Agreement, as agreed by the Contracting Parties .

**Article 29: National Level Coordination**

Each Contracting Party shall ensure that appropriate modalities of cooperation be established to allow for seamless multi-agency coordination between and among the competent authorities of the Contracting Parties and within the scope of this Framework Agreement.

**Article 30: Funding Mechanisms**

30.1 The Contracting Parties acknowledge the various existing funding mechanisms that exist for developing railway transport at national and subregional levels and the important role that private sector investment can play in this context.

30.2 The Contracting Parties recommit to the priority action established within the “*Connecting Greater Mekong Sub-region Railways – Strategic Framework*” for private sector involvement in the planning and development of the GMS railway network.

30.3 Further provisions on the involvement of the private sector in the funding mechanisms shall be defined in a future dedicated Annex to be adopted by the Contracting Parties.

**Part V: Final Provisions**

**Article 31: Legal Instruments of the Framework Agreement**

31.1 The Main Text of this Framework Agreement provides the overall structure and general provisions applicable to improved cross-border railway transport connectivity in the GMS. Additional Protocols may be negotiated and defined to take account of new and additional developments. The Main Text and Protocols shall be amended by the Contracting Parties in accordance with the rules laid down in Article 32.1.

31.2 The Main Text and Protocols may refer to Annexes, the purpose of which is to further define the rules and requirements included in the Main Text and the Protocols. Annexes shall be negotiated and amended by the Contracting Parties in accordance with the rules laid down in Article 32.2. The list of future Annexes, indicatively provided in Appendix I to the Framework Agreement, shall be administratively updated by the GMRA Secretariat when the Contracting Parties conclude new Annexes.

31.3 Technical and operational level agreements may be negotiated by the competent authorities of the Contracting Parties, as required. The terms of such agreements shall be set out in dedicated Technical Arrangements. Technical Arrangements shall be negotiated and amended by the competent authorities of the Contracting Parties in accordance with the rules laid down in Article 32.3.

**Article 32: Amendments to the Legal Instruments of the Framework Agreement**

32.1 Amendments to the Main Text and Protocols may be proposed by any Contracting Party. The text of any proposed amendment shall be circulated to all other Contracting Parties and negotiated among them. Any amendments shall be adopted by consensus and notified to the GMRA Secretariat. Adopted amendments shall be communicated by the GMRA Secretariat to the Contracting Parties for acceptance. An amendment adopted in accordance with this paragraph shall enter into force twelve (12) months after the date of deposit of the instruments of acceptance, approval or ratification by all Contracting Parties with the GMRA Secretariat.

32.2 Amendments to the Annexes may be proposed by any Contracting Party. The text of any proposed amendment shall be circulated to all other Contracting Parties within the BOD and negotiated by the BOD. Any amendments shall be adopted by consensus of the Contracting Parties expressed within the BOD. Adopted amendments shall be notified by the GMRA Secretariat to the Contracting Parties. An amendment adopted in accordance with this paragraph shall be deemed accepted if, during a period of six (6) months from the date of the confirmation of receipt of the notification, no Contracting Party notifies the GMRA Secretariat of its objection to the amendment. An amendment accepted in accordance with this paragraph shall enter into force three (3) months after the expiry of the period of six (6) months from the date of the confirmation of receipt of the notification referred to in this paragraph with the GMRA Secretariat.

32.3 Amendments to the Technical Arrangements may be proposed by any competent authority of a Contracting Party, as defined in the relevant Technical Arrangement. The text of any proposed amendment shall be circulated to all other relevant competent authorities of the Contracting Parties, as defined in the relevant Technical Arrangement, and negotiated by those competent authorities. An amendment shall be adopted by consensus of the relevant competent authorities of the Contracting Parties involved in the negotiation of the Technical Arrangements. Adopted amendments shall be notified to the GMRA Secretariat. An amendment adopted in accordance with this paragraph shall enter into force one (1) month after its notification to the GMRA Secretariat, unless a Contracting Party involved in the negotiation of the Technical Arrangements notifies the GMRA Secretariat of its objection to the amendment with the GMRA Secretariat.

**Article 33: Bilateral or Plurilateral Agreements**

The Contracting Parties acknowledge the existence of current and future legal instruments (bilateral and plurilateral arrangements and agreements) between them. These instruments shall be negotiated, defined, agreed, reviewed, amended and implemented, as necessary, in line with the principles and objectives of this Framework Agreement. All bilateral or plurilateral agreements shall be promptly notified to the GMRA Secretariat upon acceptance, approval, ratification or accession by their respective Contracting Parties.

**Article 34: Exchange of Information**

The Contracting Parties commit to exchange information on all matters within the scope of this Framework Agreement. In this context, the Contracting Parties shall consult and cooperate as appropriate.

**Article 35: Mutual Assistance**

The Contracting Parties agree to provide each other mutual assistance in any matter within the scope of this Framework Agreement.

**Article 36: Acceptance, Approval or Ratification**

36.1 The Main Text, Protocols and Annexes of the Framework Agreement are subject to acceptance, approval or ratification by the Contracting Parties.

36.2 The Technical Arrangements do not require acceptance, approval or ratification by the Contracting Parties, but shall be agreed by consensus among the competent authorities of the Contracting Parties involved in their negotiation.

**Article 37: Observance and Enforcement of National Laws and Regulations**

37.1 People, railway operators, and rolling stock shall comply with the laws and regulations in force in the territory of the host country.

37.2 The enforcement of the local laws and regulations shall be the sole competence of the authorities of the host country, in whose territory the law was infringed.

37.3 The host country may temporarily or permanently deny access to its territory to a person, a driver, a railway operator, or rolling stock that has infringed the provisions of the Framework Agreement or its national laws and regulations.

**Article 38: Reservations**

The Contracting Parties shall be permitted to enter reservations to the Annexes and Protocols to be signed by the Contracting Parties after signing the Main Text.

**Article 39: Withdrawal**

39.1 A Contracting Party may withdraw from the Framework Agreement after the expiration of five (5) years from the date when it came into force by means of written notification to the GMRA Secretariat.

39.2 The withdrawal shall take effect one (1) year after its notification.

39.3 Unless otherwise agreed by the Contracting Parties, such notification shall not be prejudicial to the remaining Contracting Parties, nor relieve the withdrawing Party, of any commitments and obligations entered into with respect to the programmes, studies, projects and other activities being implemented under the Framework Agreement.

**Article 40: Suspension of the Framework**

Each Contracting Party may temporarily suspend the application of the Framework Agreement wholly or partly, with immediate effect, in the case of emergencies affecting its national security or public health. The respective Contracting Party shall notify the GMRA Secretariat, which shall in turn inform the other Contracting Parties, as soon as possible of such suspension. The suspension of the application of the Framework Agreement shall end as soon as the situation returns to normal, upon notification to the GMRA Secretariat.

**Article 41: Suspension of Validity**

The operation of the Framework Agreement shall be suspended if the number of Contracting Parties becomes less than three (3) for any period of twelve (12) consecutive months. In such a situation, the GMRA Secretariat shall notify the Contracting Parties. The provisions of the Framework Agreement shall again become operative if the number of Contracting Parties reaches three (3).

**Article 42: Relationship with Other International Instruments**

The Framework Agreement or any actions taken thereto shall not affect the rights and obligations of the Contracting Parties under any existing agreements or international conventions to which they are also Contracting Parties.

**Article 43: Settlement of Disputes**

Any dispute arising between or among two (2) or more Contracting Parties on the interpretation or application of the Framework Agreement shall be settled directly or amicably, by negotiation, consultation or any other mutually agreed means of peaceful settlement.

**Article 44: Entry into Force**

44.1 The Main Text of the Framework Agreement shall come into force on the day that all the Contracting Parties have ratified it, approved it or accepted it. The Contracting Parties shall notify their instruments of ratification, approval or acceptance, to the GMRA Secretariat, which shall be designated as the Depositary of the Framework Agreement. The effect of the Annexes and Protocols shall be from the date when the respective instruments of ratification, approval or acceptance have been deposited with the GMRA Secretariat.

44.2 The Framework Agreement is subject to ratification, approval or acceptance of the Contracting Parties. The signing, ratification, approval or acceptance, and entry into force of the Main Text of the Framework Agreement may be performed before and independently from the signing, ratification, approval or acceptance, and entry into force of the Annexes and Protocols.

In witness whereof, the undersigned, being duly authorized to sign the Framework Agreement, have signed the Framework Agreement for Cross-Border Railway Transport Connectivity in the GMS.

Done at +++, on Day Month Year in six originals in the English Language.

Signed:

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**Appendix I to the Framework Agreement**

**Indicative and Non-Exhaustive List**

**of**

**Future Annexes to be Adopted by the Contracting Parties**

Annex 1: Transport of Dangerous and Prohibited Goods

Annex 2: Transport of Perishable Goods

Annex 3: Technical Specifications for Interoperability (TSI)

Annex 4: Declaration of Conformity and Suitability for Use

Annex 5: Routes and Border Crossing Points

Annex 6: Railway Transport Transit Routes

Annex 7: Joint Assets

Annex 8: Border Crossing Formalities

Annex 9: Cross-Border Movement of People

Annex 10: Requirements for the Transport of People

Annex 11: Ticketing and Allocation of Funds

Annex 12: Transit and Inland Clearance Customs Regime

Annex 13: Charges Concerning Transit Railway Traffic

Annex 14: Temporary Importation of Containers

Annex 15: Memorandum of Understanding for the Establishment of the Greater Mekong Railway Association

Annex 16: Private Sector Intervention in Funding Mechanisms

Annex 17: General Rules for Carriage of Goods

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