

Memorandum of Understanding between the Governments of the Member Countries of the Association of Southeast Asian Nations and the Government of the People's Republic of China on Transport Cooperation, Vientiane

The Governments of the Member Countries of the Association of Southeast Asian Nations (ASEAN) and the Government of the People's Republic of China (hereinafter referred to collectively as "**the Parties**" or individually as "**a Party**");

RECALLING the initiative for strengthening the ASEAN-China transport cooperation put forward by the People's Republic of China at the Fourth ASEAN-China Summit held in Singapore in November 2000;

STRESSING that the areas of cooperation under this Memorandum of Understanding shall be complementary to the activities carried out in other ASEAN-China fora;

REAFFIRMING the Framework Agreement on the Comprehensive Economic Cooperation Agreement between the Association of Southeast Asian Nations and the People's Republic of China signed on 4 November 2002 in Phnom Penh, Cambodia, aimed at strengthening and enhancing economic, trade and investment cooperation as well as in the liberalization of trade in goods and services;

RECALLING also the proposal to establish the ASEAN-China Transport Ministers Meeting mechanism made by the People's Republic of China at the Fifth ASEAN-China Summit held in November 2001 in Brunei Darussalam, so as to strengthen communication and coordination, and promote the cooperation in the transport sector between the Parties;

NOTING the common consensus reached on furthering the ASEAN-China transport cooperation at the First ASEAN-China Transport Ministers Meeting held in Jakarta, Indonesia on 19 September 2002;

RECOGNIZING that advancing the ASEAN-China transport cooperation relations in a holistic manner is in the best mutual interest of the Parties;

IN THE SPIRIT of laying solid foundations for lasting partnership and cooperation in the transport sector;

HAVE AGREED AS FOLLOWS:

Article I OBJECTIVE

On the basis of equality, mutual benefit and reciprocity, the Parties shall cooperate in the transport sector within their respective purview and in accordance with their respective

applicable national laws and regulations, and where applicable, international treaties and conventions to which the Parties are parties to.

Article II

AREAS OF COOPERATION

The Parties shall promote the following areas for medium and long-term cooperation:

1. TRANSPORT INFRASTRUCTURE CONSTRUCTION.

Considering that the Parties share the interest in undertaking economic and technical cooperation in the construction of transport infrastructure, the Parties shall actively cooperate in the following areas:

- a. Planning, designing, construction and maintenance of road, bridge and tunnel or underpass improvement projects;
- b. Planning, designing and construction of sea and inland river port projects;
- c. Planning, river regulation and maintenance of navigation channels;
- d. Planning, designing, construction and maintenance of railways;
- e. Planning, designing and construction of civil airports; investment in and financing for the construction of civil airports; and
- f. Organizing forums and trade exhibitions of transport infrastructure construction in China and in the ASEAN Member Countries (including road, bridge and tunnel projects, metro-related projects, intelligent transport systems and other projects), to facilitate mutual participation in the ASEAN – China transport infrastructure projects.

2. TRANSPORT FACILITATION.

The Parties shall strengthen cooperation in different modes of transport and develop a network of road, water, railway and air services to facilitate transportation to meet the future development demands of the ASEAN-China free trade area. Cooperation may include, but shall not be limited to, the following areas:

- a. Intensifying efforts towards concluding a regional maritime transport cooperation framework to facilitate ASEAN-China trade with due recognition of the existing shipping agreements between China and the relevant ASEAN Member Countries
- b. Developing the shipping industry in the Lancang-Mekong River and other international rivers through consultations among the riparian countries; and
- c. Facilitating international land transport on the basis of harmonizing the technical standards of infrastructure and facilities required by the Asian Highway Network, and the Trans-Asian Railway Network and the Greater Mekong Subregion (GMS) Agreement for the Facilitation of Cross-Border Transport of Goods and People.

3. MARITIME SAFETY AND SECURITY.

The Parties shall establish consultative mechanism, in consultation with relevant ASEAN fora, to discuss, identify and implement mutually beneficial projects in the following areas:

- a. **Maritime Safety.** The Parties shall cooperate in the implementation of relevant International Maritime Organization (IMO) conventions on safety of navigation at sea, to which the Parties are parties to;
- b. **Search and Rescue at Sea.** The Parties shall cooperate on search and rescue at sea in accordance with national laws and regulations and international laws;
- c. **Marine Environmental Protection Against Pollution.** The Parties shall undertake cooperation within the IMO framework on the management of ship's ballast water and marine environmental protection against pollution from ships;
- d. **Port State Control.** The Parties shall undertake closer cooperation on port state control, in line with the Tokyo Memorandum of Understanding on Port State Control in the Asia-Pacific Region signed on 1 December 1993 and 11 April 1994, in so far as the respective Parties are parties thereto; and
- e. **Maritime Security.** The Parties shall cooperate by exchanging information and sharing of experiences on the implementation of the IMO International Ship and Port Facility Security (ISPS) Code, in so far as it binds the respective Parties.

4. AIR TRANSPORT. The Parties shall cooperate in the following areas:

- a. **Air Services Arrangements.** The Parties shall actively expand the air services arrangements and connectivity either on a bilateral, regional or sub-regional basis, to support and facilitate the traffic and movement of passengers and cargo to increase the trade and economy of ASEAN and China;
- b. **Airline Cooperation.** The Parties shall promote cooperative arrangements between or among designated national airlines, including the utilization of resources and business management; and
- c. **Investigation on Aircraft Accidents and Incidents.** The Parties shall cooperate to exchange information on air safety (major occurrences and aircraft accidents) and provide mutual assistance in the use of air safety investigation facilities and equipment, with a view to sharing information on flight safety and expertise on accident investigation.

5. HUMAN RESOURCES DEVELOPMENT.

The Parties shall cooperate in holding of workshops or seminars on subjects of common interest in the transport sector. Subjects may cover, but shall not be limited to, the following areas:

- a. Port management;
- b. Maritime transport security;
- c. Techniques on navigation channel regulation;
- d. Maritime and inland waterways safety administration;
- e. Management on ship's ballast water;
- f. Personnel training on planning, designing, construction, maintenance and management of roads, bridges and tunnels or underpasses;

- g. Personnel training on planning, designing, construction, maintenance and management of railways; and
- h. Personnel training on planning, construction, and management of civil airports; safety management for air service; aircraft maintenance, repairing and overhaul; air traffic control; airworthiness; special techniques on incident and accident investigation; certification of aircraft operation; apron movement control, fire fighting and aviation security; and training in the licensing and certification for pilots, and training in international civil aviation laws.

6. INFORMATION EXCHANGE.

The Parties shall cooperate in the exchange of information on transport infrastructure and industry developments to facilitate ASEAN-China transport services. The information may cover, but shall not be limited to, the following areas:

- a. Transport development policies, laws and regulations;
- b. Technical standards and specifications on railways, roads, bridges and tunnels;
- c. Technical standards and specifications on ports and navigation channels;
- d. Facilitation measures on international land transport;
- e. Facilitation measures on international shipping;
- f. Information on existing port dues and charges;
- g. Regulations on seafarers going ashore; and
- h. Laws and regulations, policies and standards in the field of civil aviation, including but not limited to, construction, management and operation of civil airports; safety management systems of airport and aircraft operators, and notification and investigation of aircraft accidents and incidents.

7. OTHER AREAS OF COOPERATION. The Parties shall, with mutual consent, also cooperate in any other areas of the transport sector.

Article III IMPLEMENTATION

1. The Ministry of Communications of the People's Republic of China and the ASEAN Secretariat shall be the agencies responsible for the identification, coordination, implementation and monitoring of projects and activities conducted pursuant to this Memorandum of Understanding.
2. The identification, implementation, monitoring and appraisal of the joint cooperation projects and activities shall be undertaken through the ASEAN-China Senior Transport Officials Meeting, for final consideration and approval by the ASEAN-China Transport Ministers Meeting.
3. Working groups or ad-hoc expert task forces may be formed, as appropriate, to expedite the implementation of specific areas of cooperation under this Memorandum of Understanding.
4. The specific tasks, obligations and conditions relating to the cooperative activities under this Memorandum of Understanding, including the responsibility for cost

payment, shall be discussed and agreed to by the relevant Parties prior to the implementation of such activities, and be subject to the availability of funds and technical personnel of the Parties.

Article IV

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The Parties undertake to protect intellectual property rights according to their respective national laws and regulations, and where applicable, to the international agreements to which the Parties are parties to.
2. The names, special marks or official logos or emblems of any of the Parties shall not be used in any publication or document without the prior written consent of the Party concerned.

Article V

CONFIDENTIALITY

Any confidential information, document or data received pursuant to this Memorandum of Understanding shall not be disclosed or distributed to any third party, except to the extent authorized in written form to do so by the Party providing the information, document or data.

Article VI

AMENDMENT

A Party may request in writing any amendment of all or any part of this Memorandum of Understanding. Such amendment shall be mutually agreed upon in written form by the Parties and shall form an integral part of this Memorandum of Understanding. Such amendment shall enter into force on such date as agreed upon in writing by the Parties.

Article VII

SETTLEMENT OF DISPUTES

Any dispute or differences arising out of the interpretation or implementation or application of the provisions of this Memorandum of Understanding shall be settled amicably through consultation or negotiation between the Parties.

Article VIII

ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Memorandum of Understanding shall enter into force on the date of signature and remain in force for an initial period of five (5) years. It shall be extended for successive periods of five (5) years thereafter, unless either Party provides thirty (30) days' advance notice in writing to the other Party of its intention for the termination.
2. For purposes of the termination of this Memorandum of Understanding, official notification shall be communicated to the Ministry of Foreign Affairs of the People's Republic of China or the ASEAN Secretariat.
3. The termination of this Memorandum of Understanding shall not affect any project or activity already undertaken under this Memorandum of Understanding, which has not been completed, unless the Parties agree otherwise in writing.

IN WITNESS WHEREOF, the undersigned, duly authorized by the respective Governments of the ASEAN Member Countries and the People's Republic of China, have signed this Memorandum of Understanding.

DONE in duplicate at Vientiane, Lao PDR on this 27th day of November 2004, in the English and Chinese languages. Both texts are equally authentic. In case of any discrepancy in interpretation, the English text shall prevail.

**FOR THE GOVERNMENTS OF THE
MEMBER COUNTRIES OF THE
ASSOCIATION OF SOUTHEAST ASIAN
NATIONS**

ONG KENG YONG
Secretary-General of ASEAN

**FOR THE GOVERNMENT OF THE
PEOPLE'S
REPUBLIC OF CHINA**

ZHANG CHUNXIAN
Minister of Communications