



**Finalized Text of the Agreement on Maritime Transport Cooperation among the Governments of the People's Republic of Bangladesh, the Kingdom of Bhutan, the Republic of India, the Republic of the Union of Myanmar, Nepal, the Democratic Socialist Republic of Sri Lanka, and the Kingdom of Thailand<sup>1</sup>**

THE PEOPLE'S REPUBLIC OF BANGLADESH, KINGDOM OF BHUTAN, REPUBLIC OF INDIA, REPUBLIC OF THE UNION OF MYANMAR, NEPAL, DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA, AND KINGDOM OF THAILAND hereinafter referred to as "Contracting Parties";

CONSCIOUS of the friendly relations existing between the Contracting Parties;

DESIROUS of establishing effective co-operation between the countries on the basis of their shared commitment to the principle of national sovereignty and respect for principles of freedom of navigation as well as international law and sovereign equality of States;

CONVINCED that strengthening and development of relations in merchant shipping and maritime transport matters will contribute to the growth of regional economic and commercial relations among all the countries;

Recognizing that the achievement of this Agreement will contribute to the realization of a just and equitable economic order which takes into account the interests and needs of mankind as a whole and, in particular, the special interests and needs of the Contracting Parties, whether coastal or landlocked;

Have decided to conclude the present Agreement and have agreed as follows:

**ARTICLE I**

**Definition**

For the purposes of the present Agreement:

1. "Cabotage" means transportation of cargoes by vessels between two ports situated within the territory of a Contracting Party reserved for a transport operator registered under national legislation of that Contracting Party;
2. "Competent Maritime Authority" means designated authority or organisation of respective Contracting Parties responsible for matters relating to operation of vessels;

<sup>1</sup> As approved by the Nineteenth BIMSTEC Ministerial Meeting held virtually in Bangkok, Thailand on 09 March 2023

3. "Crew" means any person who is actually employed on board the vessel of any of the Contracting Parties, and holding both the valid passport and seafarer's identity document of the respective Contracting Parties as detailed in the SOP on respective vessels as provided for in Article VII of this Agreement and whose name is included in the crew list of the vessel;

4. "Shipping Company" means vessel owners or charterers registered under the national legislation of Contracting Parties and operating its own or chartered or managed vessels;

5. **"Standard Operating Procedure" (SOP) means standard operating procedure to be specified in accordance with Article X of the Agreement;**

6. "Vessel" means a cargo vessel registered under the flag of the Contracting Parties which shall operate under the Agreement in accordance with the Standard Operating Procedure, but shall exclude:

a) warships;

b) other vessels performing services in the armed forces, paramilitary forces and law enforcement agencies;

c) vessels used for research with respect to hydrographic, oceanographic and scientific;

d) fishing vessels;

e) vessels performing functions of non-merchant character such as yachts, hospital vessel etc.; and

(f) passenger vessels.

7. "Port" means a port of any Contracting Party which is designated in the SOP for receiving vessels;

## ARTICLE II

### Scope of Application

This Agreement shall apply to vessels and shipping companies of Contracting Parties, Crew and Cargoes on board vessels as shall be specified in the SOP.

## ARTICLE III

### Maritime Transport Cooperation

1. The co-operation between the Contracting Parties in Maritime Transport shall be established based on the principles of national sovereignty, and mutual benefit as per the national laws and international conventions, as applicable.

2. The Contracting Parties shall cooperate and assist each other for the development of trade and transportation of cargo between the Contracting Parties and to this end agree as follows: -

(a) The shipping companies of the Contracting Parties may participate in the transportation of cargo from the ports of the Contracting Parties, on the basis of mutual benefits;

(b) A Contracting Party shall accord the vessels operating under this Agreement same treatment as it accords to vessels under its own flag in respect of levy of port dues and other dues, provided that the Article in respect of levy of port dues and other dues shall not be applicable to the ports of Sri Lanka till they decide otherwise; and

(c) Landlocked countries shall have the rights provided to the landlocked countries under the United Nations Convention on the Law of the Sea.

#### **ARTICLE IV**

##### **National Treatment**

1. Each Contracting Party shall render the same treatment to the other Contracting Party's vessels, their crew and cargo on board as to its national vessels used in international sea transportation, in regards to the following matters, namely: —

(a) access to its waters and ports;

(b) stay of the vessels in the ports, utilizing them for loading and unloading operations and using the port facilities;

(c) embarkation and disembarkation of seafarers and landing permits;

(d) using services connected with maritime commercial navigation, as well as related commercial operations;

(e) seafarers proceeding directly to a country where admission is guaranteed in so far as travel expenses are covered.

2. The provisions of paragraph 1 of this Article shall be subject to the following conditions, namely: —

(a) the activities which are according to the national legislations of each Contracting party reserved for its own ships or shipping companies, enterprises and organizations, and in particular this Agreement will not grant any relaxation from the cabotage provisions ;

(b) the national regulations regarding the entry and stay of foreigners in the territory of any of the Contracting Parties; and

(c) the rules governing the obligatory pilotage and the port entry rules of foreign vessels.

## **ARTICLE V**

### **Facilitation of Maritime Transport**

Each Contracting Party shall take all necessary measures for facilitating and encouraging sea transportation to avoid the unnecessary delay in its port of the vessels sailing under the flag of other Contracting Parties, as well as to speed up and simplify as far as possible the administrative, customs, immigration and sanitary formalities in force in its ports, as applicable.

## **ARTICLE VI**

### **Recognition of Vessels' Certificates**

1. The nationality, tonnage, safety, security and pollution prevention certificates, as well as other shipping documents, issued by or under the authorization of Competent Maritime Authority of a Contracting Party in accordance with the requirement of the respective national legislations and international conventions shall be recognized by the relevant authorities of the other Contracting Parties.

2. Port State Control [PSC] inspection may be carried out for the vessels operating under this Agreement, as per international standards or as mutually agreed by Contracting Parties as specified in the SOP.

3. The vessels operating under this Agreement shall meet standards as per International Conventions, as applicable with respect to maritime safety, security and marine environmental protection. The vessels which have not been certified as per standards under relevant International Conventions, where applicable, shall meet the standards as may be mutually agreed by Contracting Parties and specified in the Standard Operating Procedure.

4. Vessels of any of the Contracting Parties possessing Tonnage Measurement Certificates issued in accordance with the International Convention on Tonnage Measurement of Ships, 1969 shall not be re-measured in the ports of the other Party. Provided that, should the latter Party have reasonable grounds to question the correctness of the said certificate, the following procedure shall be adopted, namely:-

(a) the latter Party shall inform the Contracting Party whose flag the vessel is flying about the grounds for such suspicion;

(b) the Competent Maritime Authority of the latter Party may direct a surveyor to give a ruling in accordance with Article 12 of the IMO International Convention on Tonnage Measurement of Ships, 1969.

5. The calculation of port dues and other charges shall be affected on the basis of the tonnage certificates of the vessels referred to in paragraph 4 of this Article, and in accordance with the national legislations.

## **ARTICLE VII**

### **Recognition of Crew Documents**

1. Each Contracting Party shall recognize passports and seafarers' identity documents issued by the Competent Maritime Authority of the other Contracting Party to its crew, as may be specified in the SOP. The crew list and the safe manning document of the vessel shall be recognized for the purposes of this Agreement only if it is in accordance with the rules applicable to such vessels and is submitted or certified by the Master of the vessel.

2. Certificates issued to Master, officers and ratings by Competent Maritime Authority as per the International Convention on the Standards of Training, Certification and Watchkeeping for Seafarers (STCW), 1978, as amended, shall be mutually accepted by other Contracting Parties for operations as may be specified in the SOP

## **ARTICLE VIII**

### **Assistance to Crew**

Where a crew member of a vessel of a Contracting Party operating in waters of any other Contracting Party, shall need, for reasons of illness, accident, natural calamities, medical, pharmaceutical or hospital assistance, available in the territory of that other Contracting Party, the assistance shall be given to the crew, at the expenses of the shipping company of that vessel, under the same conditions as those given to the crew members of shipping companies of that other Contracting Party.

## **ARTICLE IX**

### **Assistance to Vessels**

1. If a vessel of a Contracting Party runs aground, imperils or suffers any other accident in the territory of any other Contracting Party, life of the crew and cargo on board suffers or is threatened to loss/damage at any time the vessel shall be provided the same assistance, help and protection as rendered to the crew of the Contracting Party in whose waters, the damage has occurred; and the vessel and its cargo shall be provided the same protection as is provided to the vessels of that other contracting party.

2. The provisions of paragraph 1 of this Article shall not prevent any Contracting Party from the right of making claims related to help and assistance provided to a vessel, its crew, cargo or the property.

3. All cargo unloaded or saved by one Contracting Party from a vessel in distress of the other Contracting Party, shall not be subject to customs duties in cases where such cargo are not intended for consumption or use in the territory of the former Contracting Party. However, the transfer of the cargo from the vessel in distress to another vessel shall be performed in the presence of relevant authorities under the Contracting Party in whose jurisdiction the vessel suffered accident or is in distress.

4. The provisions of this Article shall not affect application of the laws and regulations in force in the territory of the Contracting Party in whose jurisdiction the accident has occurred concerning the temporary storage of cargos

## **ARTICLE X**

### **Standard Operating Procedure**

For smooth commercial maritime activities between the Contracting Parties, there shall be SOP to activate, operate and facilitate this Agreement.

## **ARTICLE XI**

### **Civil and Criminal Proceedings**

1. The Competent Maritime Authority of a Contracting Party may assist to solve any civil disputes arising or having arisen at sea or at its ports between the ship owner, Master and crew concerning their salaries, personal belongings and, in general, the work on board the vessel, sailing under the flag of any other Contracting Party.

2. The criminal jurisdiction of the coastal state should not be exercised on board a foreign ship passing through the territorial sea to arrest any person or to conduct any investigation in connection with any crime committed on board the ship during its passage, save only in the following cases:

(a) if the consequences of the crime extend to the Contracting Party;

(b) if the crime is of a kind to disturb the peace or the good order of the Contracting Party;

(c) if the assistance of the local authorities has been requested by the master of the vessel or by a diplomatic agent or consular officer of that other Contracting Party; or

(d) if such measures are necessary for the suppression of illicit traffic in narcotics drugs or psychotropic substances.

3. The provision of this Article shall not affect the right of any Contracting Party as regards the implementation of the respective local laws and regulations relating to public health, customs control, protection of the marine environment, security of vessels, ports, human life and cargo, safety & recreational rights and the admission of foreigners in their territory.

## **ARTICLE XII**

### **Joint Shipping Committee**

1. The Contracting Parties shall establish a Joint Shipping Committee comprising representatives designated by the Competent Maritime Authorities of all Contracting Parties. The Committee shall meet as necessary or at the request of any Contracting Party.

2. The Joint Shipping Committee shall:

(a) formulate SOP as referred in Article X for approval of the Competent Maritime Authorities of the Contracting Parties;

(b) coordinate with all relevant authorities of the Contracting Parties to operationalise and implement this Agreement;

(c) review the situation and exchange information with regard to the maritime transport of each Contracting Party;

(d) study the ways of enhancing co-operation in the maritime sectors;

(e) discuss matters which might arise from the implementation and application of this Agreement and all other matters relating to the improvement of maritime transport, development of shipping activities, ease and facilitation of maritime transportation, waterways and port facilities, and make appropriate recommendations;

(f) discuss and review any Standard Operating Procedure, if required, and recommend, for approval of the Competent Maritime Authorities, any amendments, alteration, addition or repeal of any provision thereof; and

(g) any other matters which may be mutually agreed.

## **ARTICLE XIII**

### **Disputes Settlement**

Representatives of the Competent Maritime Authorities and/ or representatives of their authorized agencies shall at the request of any Contracting Party, meet at the time and place agreed upon by the Contracting Parties, to settle the disputes or other issues arising from the implementation of this Agreement through cordial and friendly negotiations. If the parties fail to resolve any claim or dispute by negotiations, the dispute shall be resolved through diplomatic channels.

## **ARTICLE XIV**

### **Amendments and Supplements to the Agreement**

If one Contracting Party intends to make amendments or supplements to this Agreement, it shall notify the other Contracting Parties in writing and the Contracting Parties shall consider the proposed amendments or supplements within 6 [six] months after such notification. The amendments or supplements agreed upon by the Contracting Parties through consultation shall enter into force after their mutual reconfirmation through diplomatic channels.

## **ARTICLE XV**

### **Entry into Force/ Denunciation of the Agreement**

1. This Agreement is subject to ratification or acceptance of the Governments of the Contracting Parties in accordance with their respective internal procedures. Each Contracting Party shall, upon the completion of its internal procedure of ratification, approval or acceptance of this Agreement, deposit its instrument of Ratification, Approval or Acceptance with BIMSTEC Secretariat who shall promptly notify all Contracting Parties of such deposit.

2. This Agreement shall enter into force on the day at least four Contracting Parties have ratified or accepted it, and will become effective only among the Contracting Parties that have ratified or accepted it.

3. This Agreement shall remain in force for 5 [five] years period and it may be reviewed on the completion of the 4th year if necessary at the request of any Contracting Party; otherwise it shall be renewed automatically for next 5 (five) years.

4. This Agreement may be denounced by any Contracting Party at any time. A denunciation shall take effect 6 (six) months after the date on which the written notice is served by the Contracting Party to all the other Contracting Parties.

DONE in Bangkok on this day of.....Two Thousand and Twenty-Three in eight originals, in the English language, all texts being equally authentic.

**For the People's Republic of Bangladesh**

**For the Kingdom of Bhutan**

**For the Republic of India**

**For the Republic of the Union of Myanmar**

**For Nepal**

**For the Democratic Socialist Republic of Sri Lanka**

**For the Kingdom of Thailand**