

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE KINGDOM OF THAILAND
AND
THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
ON
THE MANAGEMENT, MAINTENANCE AND USE OF
THE SECOND FRIENDSHIP BRIDGE
CROSSING MOEI/THAUNGYIN RIVER**

The Government of the Kingdom of Thailand and The Government of the Republic of the Union of Myanmar (hereinafter referred to individually as "Party" and collectively as "Parties");

ADMIRING the construction of the Second Friendship Bridge Crossing Moei/ Thaungyin River between Ban Wang Takhian Tai, Mae Sot District, Tak Province of the Kingdom of Thailand and Myawaddy Township, Myawaddy District, Kayin State of the Republic of the Union of Myanmar, including main bridge, approach viaduct, connecting road, traffic changeover, and Border Control Facilities (hereinafter referred to as "the Bridge");

RECOGNIZING the importance of the Bridge in strengthening the long-lasting mutual relationship between the two countries and in facilitating trade, tourism, and international transportation in the region;

DESIRING to establish the necessary legal framework for the ownership, legal cooperation, use, management and maintenance of the Bridge on the basis of respect for independence, sovereignty, equality, and mutual benefit.

HAVE AGREED as follows:

**ARTICLE 1
OWNERSHIP OF THE BRIDGE**

The rights and the ownership of the Bridge, as stipulated in Annex I, are divided at the center of the main bridge (crossing Moei/Thaungyin River).

ARTICLE 2
BOUNDARY LINE

No provision stipulated in this Agreement shall prejudice or affect the boundary between the Kingdom of Thailand and the Republic of the Union of Myanmar under the Convention regarding the Boundary on the Mainland between the Kingdom of Siam and the British Province of Tenasserim, signed at Bangkok on 8 February 1868.

ARTICLE 3
MANAGEMENT AND MAINTENANCE OF THE BRIDGE

- 3.1. The Parties shall be mutually responsible for the management, maintenance and restoration of the Bridge and its related structural components listed in Annex II of this Agreement.
- 3.2. The Parties shall equally share the costs of the maintenance and restoration of the Bridge and its structural components as defined in Article 3.1.
- 3.3. Articles 3.1 and 3.2 are irrelevant to minor or routine maintenance by which each Party shall be fully responsible to maintain all components of the Bridge in its territory in good condition and highest effectiveness for cross border transportation.
- 3.4. Each Party shall be fully responsible for the relevant management and maintenance of all other components of the Bridge, which are not specified in Annex II, within its territory.

ARTICLE 4
**ESTABLISHMENT OF THE BRIDGE MANAGEMENT
AND MAINTENANCE BODY**

The Parties agree to establish their respective Bridge Management and Maintenance Body responsible for the management and maintenance of the Bridge as well as its structural components with the details stated in Article 3. Such Management and Maintenance Body of each Party is composed of the Commission and the Maintenance Team prescribed as follows:

4.1 The Commission:

4.1.1 Each Party shall appoint its respective Commission composed of no more than twelve (12) representatives from relevant state agencies in order to perform the following obligations:

- (i) to formulate, review and improve a set of procedural rules for the management, maintenance and use of the Bridge;
- (ii) to consult and agree on means of management, maintenance and use of the Bridge such as how the pertinent activities shall be undertaken, or whether such activities shall be assigned to state agencies or any designated private companies;
- (iii) to approve maintenance and restoration plans as well as corresponding cost for the Bridge;
- (iv) to coordinate with the Commission of the other Party regarding the matters mentioned above in (i)-(iii) for the Joint Management and Maintenance Area defined in Annex II as well as the determination for the rates of bridge crossing fees;
- (v) to provide any necessary instructions to the Maintenance Team and review its performance regularly;
- (vi) to monitor and review the management, maintenance and use of the Bridge including all related works whether each performance conforms with the policies and procedural rules mutually adopted by both Commissions with the aim of efficiency enhancement.

4.1.2 The Commissions of both Parties shall meet every three (3) months during the initial period and, subsequently, when it deemed necessary or as per request of either Party.

4.1.3 The head of the Commission representing each Party shall alter chairing the joint meetings. Decisions on any matters related to the management and maintenance of the Bridge regarding the Joint Management and Maintenance Area shall be made on the basis of mutual consent.

4.1.4 If the Commission representing each Party finds it necessary, the Commission may invite an expert to the meeting in order to provide technical advice on the management and maintenance of the Bridge.

4.2 The Maintenance Team:

The Commission representing each Party shall appoint its respective Maintenance Team to perform the following tasks:

- (a) to cooperate and coordinate regarding the management, maintenance and use of the Bridge to be conformed with procedural rules adopted by the Commission(s);
- (b) to supervise the management, maintenance and restoration of the Bridge in accordance with relevant contracts (if applicable);
- (c) to jointly prepare periodical working reports to be submitted to the Commission representing each Party, at least every three (3) months;
- (d) to formulate maintenance and restoration plans for the Bridge and its structural components in order to request for the annual budget.

**ARTICLE 5
SAFETY AND SECURITY**

The Commissions of both Parties shall take necessary measures to protect and prevent the Bridge or any parts of the Bridge from being destroyed or damaged.

**ARTICLE 6
MAINTENANCE WORKS RELATED TO RIVERBANK**

In the case that certain types of maintenance works that might have effects on or relate to the riverbank need to be seriously considered to prevent the Bridge from being damaged or destroyed, the Commissions of both Parties shall coordinate and mutually agree on the necessity of such action.

However, the joint Commissions shall only provide a technical proposal for the consideration and approval through the mechanism established by the Thailand-Myanmar Joint Boundary Committee (JBC).

ARTICLE 7
BRIDGE CROSSING FEE

- 7.1. The common rates of the bridge crossing fee shall be determined and mutually agreed by the Commissions of both Parties.
- 7.2. The bridge crossing fee shall be collected only once when a vehicle crosses from one side to the other with the predetermined rates for different types of vehicles.
- 7.3 The bridge crossing fee may be adjusted when it deems necessary by the mutual consent of both Commissions.

ARTICLE 8
AMENDMENT OF BORDER CROSSING REGULATIONS

In order to facilitate movement of people and goods crossing the Bridge, the Parties shall, in accordance with laws and regulations of each country, endeavor to simplify their customs and immigration formalities and procedures.

ARTICLE 9
**BRIDGE PASSING FOR OFFICIALS RELATED TO
THE MANAGEMENT AND MAINTENANCE OF THE BRIDGE**

- 9.1. Members of the Commissions and the Maintenance Teams of both Parties shall receive permission and facilitation as deemed appropriate to access to the Bridge in order to perform their obligations.
- 9.2. Employees, advisors and assigned personnel as well as vehicles and equipment of both Parties shall be granted appropriate assistance and access to the Bridge in accordance with the mutually agreed work plans and other minor or routine maintenance work plans to perform their assignments.

ARTICLE 10
TRAFFIC MANAGEMENT

On the main bridge and approach viaduct, which has two traffic lanes together with shoulders and walkways, traffic must keep on the right-hand lane only. The traffic changeover is located in the Thai territory.

ARTICLE 11
SETTLEMENT OF DISPUTES

- 11.1 Any differences or disputes between the Parties concerning the interpretation and/or implementation and/or application of any provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.
- 11.2 If such consultation and negotiation fails to yield a mutually agreed solution, the Parties shall endeavor to explore and agree on other peaceful means to settle the disputes.

ARTICLE 12
FINAL CLAUSES

- 12.1 This Agreement shall enter into force on the date of signature.
- 12.2 This Agreement shall remain in force unless either Party notifies the other Party through diplomatic channels in writing to terminate this Agreement. Such termination shall take effect one hundred and eighty (180) days following the date of receipt of the notification from the other Party.
- 12.3 This Agreement shall be revised, modified or amended by mutual written consent of the Parties.
- 12.4 The Parties may enter into additional arrangements for the implementation of this Agreement. Such amendments and additional agreement shall be part of this Agreement.
- 12.5 The revision, modification, amendment or termination in accordance with Article 12.3 shall not prejudice the rights and obligations arising out of this Agreement prior to the date of such revision, modification, amendment or termination.

12.6 Either Party shall inform the other Party of its intention to temporarily suspend the implementation of this Agreement for a clearly specified period through diplomatic channels. Such suspension shall take effect ninety (90) days following the receipt of the written notification to this effect from the other Party. The Agreement shall remain suspended until the end of the above mentioned previously specified period unless otherwise agreed upon by the Parties or another extension is subsequently requested in writing by the requesting Party.

12.7 Annexes I and II shall form an integral part of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE in duplicate at Nay Pyi Taw, on this **2nd** day of October in the year of 2019 in the English language.

**FOR THE GOVERNMENT OF
THE KINGDOM OF THAILAND**



(H.E. Mr. Saksayam Chidchob)
Minister of Transport

**FOR THE GOVERNMENT OF
THE REPUBLIC OF THE UNION
OF MYANMAR**



(H.E. U Han Zaw)
Union Minister for Construction

ANNEX I

OWNERSHIP OF THE BRIDGE

1. The ownership of the Bridge of each Party is divided at the center of the main bridge.
2. The right of the Thai side is designated from the center of the main bridge back into the Thai territory, including connecting road, traffic changeover, Border Control Facilities (BCF) and all relevant buildings.
3. The right of the Myanmar side is designated from the center of the main bridge back into the Myanmar territory, including connecting road, Border Control Facilities (BCF) and all relevant buildings.
4. The details for the Bridge ownership are as follows.

Item	Thai Side	Myanmar Side	Total
1. connecting road	16.747 km.	3.893 km.	20.640 km.
2. bridge (760 m.)			
2.1 main bridge	135 m	135 m	270 m
2.2 approach viaduct	380 m	110 m	490 m
3. Border Control Facilities (BCF)	1 unit (Sta.15+800)	1 unit (Sta.18+300)	2 units
4. traffic changeover	Sta.16+500	-	-

ANNEX II

JOINT MANAGEMENT AND MAINTENANCE AREA

The portions of the Bridge to be managed and maintained jointly by both Parties are as follows:

Item	Thai Side	Myanmar Side	Total
bridge	515 m	245 m	760 m
- main bridge	135 m	135 m	270 m
- approach viaduct	380 m	110 m	490 m