

**Kingdom of Cambodia**  
**Nation Religion King**

**Memorandum of Understanding (MOU)**

*Among*

**Key Stakeholding Agencies in  
The Tonle Sap Basin**

*to support*

**The Tonle Sap Biosphere Reserve's  
Clearing House Mechanism (CHM)**

*Version 2.3*

## Memorandum of Understanding

*Recognizing* that the **Tonle Sap is the largest freshwater lake in Southeast Asia** and is an environmental hotspot of global significance and acts like a reservoir from which water drains, in the dry season, to control salinity intrusion and conserve mangrove in the Mekong Delta. The Tonle Sap Basin, has an area of 80,000 sq kms in Cambodia. It extends over 44% of Cambodia's total land area and includes all or part of 9 of Cambodia's 24 provinces. It is home to 32% of Cambodia's total population, or about 3.6 million people

*Recognizing* that the **Tonle Sap's fish production provides nearly 70% of the protein intake of Cambodia's population** either directly or indirectly by providing a seasonal breeding and nursery ground and forage area for fish that subsequently migrate to the Mekong River.

*Recognizing* that the **Tonle Sap provides direct and irreplaceable source of livelihood for more than two million people** living in that region and due to high population growth this number is increasing rapidly thereby putting intense pressure on the consumptive use of the Tonle Sap's resources.

*Recognizing* that the natural resources of the Tonle Sap are a source of constant conflict among different stakeholders. Inequality of access rights, growing population pressure, severe poverty, insufficient or nonexistent rights of tenure, cultural and ethnic differences of the communities, combined with the over-exploitation of fisheries and wildlife resources, clearing of the flooded forest for cash cropping and illegal fishing have placed the lake's fragile ecosystem and the population that depends on it at great risk. In the watersheds, the degradation of natural vegetation is destroying habitats and resulting in deteriorating water and soil quality and increased siltation rates. Limited awareness about the impacts of human actions, insufficient governance and accountability systems, and inadequate mechanisms for management coordination and planning have perpetuated and accentuated these root causes of degradation. As a result, **despite the inherent richness of the lake, most poverty indicators are worse in the TSBR Region than the Cambodian national figures. Cambodia faces environmental disaster if the Tonle Sap ecosystem is degraded further.**

*Recognizing* the **need for effective and inclusive natural resource management** to ensure environmental sustainability in the Tonle Sap Basin;

*Recognizing* the **need for following a collaborative and participatory approach** to resolving the conflicting demands made on the Tonle Sap Basin by different interest groups and agencies;

*Recognizing* the **need for balancing the human needs to ensure a better quality of life with those of the nature to preserve our bio-diversity** and natural resources;

*Recognizing* the **urgent and imperative need for creating, maintaining and sharing reliable and up-to-date data on all environmental aspects** in order to facilitate improved decision and policy making, better planning, coordination, management and development of the Tonle Sap Basin;

*Recalling* that as per the Royal Decree for establishment of **The Tonle Sap Biosphere Reserve**, the TSBR shall fulfil three complementary functions:

- a) a **conservation function** to contribute to the conservation of biological diversity, landscapes, and ecosystem, including genetic resources, plant, fishery and animal species, and to the restoration of the essential character of the environment and habitat of biodiversity;
- b) a **development function** to foster sustainable development of ecology, environment, economy, society, and culture;

- c) a **logistic function** to provide support for demonstration projects, environmental education and training, research and monitoring of environment related to the local, national and global issues of conservation and sustainable development.

*Recognising* the establishment of a **Tonle Sap Basin Coordination Committee** within **CNMC** through its Secretariat, will guide, coordinate, and streamline infrastructure development and natural resource management to benefit all stakeholders. And further recognising that such a Committee would have considerable data requirements in order to be able to perform its designated role, and the TSBR-ED through the data sharing mechanism agreed in this MOU shall provide said data and information.

***Recognising that a comprehensive database on the Tonle Sap Basin would assist:***

- **The Cambodian National Mekong Committee (CNMC)** in - assisting and advising the Government of Cambodia on all matters related to the planning and formulation of strategy for development, management and preservation of water and related resources; coordinating and cooperating with other stakeholders like the line agencies, provincial and municipal authorities, NMC and Donor community in the investigation, development, management and preservation of the water and related resources; etc.
- **The Ministry of Environment (MOE)** in - promoting environmental protection and conservation of natural resources throughout Cambodia, for better environmental quality, public welfare, national culture and the economy; facilitating the development and implementation of policies, plans and legal instruments to ensure rational use, management and sustainability of the country's natural resources; motivating and supporting public participation in decision-making to resolve environmental and natural resource use issues; etc.
- **The Ministry of Agriculture Forestry and Fisheries (MAFF)** in - organizing and operating the development policies in agriculture, fishery, and forestry sector which are aimed at the improvement of the living standards of the population; monitoring and managing the natural resources and facilitating activities of exploitation on these resources to meet domestic demands with respect to the stability of ecology system; etc.
- **Council for Agriculture & Rural Development (CARD)** in - improving Cambodians' living standards and reduce poverty, helping farmers to increase agricultural productivity, ensuring food security; providing advice and identifying key factors that facilitate rehabilitation of the agricultural and rural development sectors; promoting and coordinating the participation of grassroots people in agricultural and rural development programmes; etc.
- **The Ministry of Water Resources and Meteorology (MOWRAM)** in - managing the water resources and meteorology sector of Cambodia; planning for the exploitation, development and conservation of water resources and meteorology; defining the policies and strategic development of water resources in order to serve their exploitation, development and sustainable conservation at the national and international level consistent with the policy program of the Government; collecting, compiling and exploiting meteorological and hydrological data; etc.
- **The Ministry of Rural Development (MRD)** in - coordinating, cooperating, implementing, monitoring and evaluating rural development projects and Programs in order to rehabilitate and help develop the country's rural areas by assisting the rural population; undertaking independent research initiatives to practically develop rural Cambodia; assessing likely needs and investigating possible solutions that would maximize identified opportunities; etc.

- **The Ministry of Interior (MOI)** in - administering the provinces and municipalities; assuring the safety of the people; and providing direction regarding the implementation of economic and financial policies at provincial and municipal level in order to improve the living standards of citizens; accepting and resolving citizens' complaints according to the competence as mandated by law in affairs at provincial and municipal level; etc.
- **The Ministry of Public Works and Transport (MPWT)** in - building, maintaining and managing all transport infrastructure - roads, paths, bridges, tunnels, ferries, barges, ports, railways, waterways and buildings; participating and cooperating in the establishment of necessary laws, regulations and diverse standards for construction; managing the execution of national policy concerning all public works construction to develop the country; etc.
- **The Ministry of Women's Affairs (MWA)** in - Mainstreaming gender in government policy at national and local levels; empowering women in Cambodia by providing improved access to livelihood, health, education; reducing gender inequalities and facilitating women's participation in all spheres of life; promoting better Health and Nutrition; encouraging Cambodian women to participating in decision making; etc.
- **The Ministry of Tourism (MOT)** in - promoting Cambodian tourism resources, products and services and also clarifying issues of peace, political stability, security and safety in Cambodia; providing essential information for individual tourists and tourism businesses from all corners of the globe; monitoring tourist publications and information; supervising tourism services and other businesses related to the tourism sector etc.
- **The Ministry of Land Management, Urban Planning and Construction (MLMUPC)** in - promoting the organization and development of urban and rural areas throughout the Kingdom of Cambodia so as to maintain equilibrium between the cities/towns and rural areas based on their geographical conditions and special characteristics; and assuring the value of natural and cultural wealth, ensuring the development of the economy and tourism sectors and maintaining the quality of the environment; etc.
- **The Ministry of Industry Mines and Energy (MIME)** in - directing and managing the industry, mines and energy sectors of the Kingdom of Cambodia, except the petroleum and gas; and in instituting and implementing national policies on mineral resources exploration; mines prospecting and exploring, digging, processing, refining and exploitation; development of strategic plan for the energy sector to ensure adequate and sustainable use of energy supplies with reasonable prices as well as energy security; formulation of energy database; etc.
- **The Ministry of Planning (MOP)** in - compiling and consolidating national statistics provided by decentralized offices and also collecting primary data through household and establishment surveys and population censuses; preparing long, medium, and short term plans and National programmes by coordinating with all relevant Ministries/ Institutions in order to ensure consistency among socio-economic sectors and among provinces and regions in the whole country.etc.
- **Ministry of Health (MOH)** in – providing affordable and essential health services to the Cambodian people, especially for the elderly, adolescents and vulnerable groups such as the poor; prevention and control of communicable and selected chronic and non-communicable diseases; managing public health crises; provision of good quality care to mother and child especially essential obstetric and pediatric care; ensuring effective use of health information for evidence-based planning, implementation, monitoring and evaluation in the health sector; etc.

*And cooperating and collaborating with other Ministries, national and international institutions, non-governmental organizations, the private sector and the people of Cambodia as per the Ministries' mandated functions as defined in their respective charter / royal decree.*

Recognising that a comprehensive database on the Tonle Sap Basin would assist key **International donors, bilateral and multilateral organisations** in - utilising their loan and grant funds in a more effective and optimal manner; facilitate synchronization and convergence between inter-organisational initiatives in different sectors and ministries, and promote best practices and mutual learning through improved access to reliable, accurate and timely data and information necessary for objective monitoring and evaluation of different projects and programs, as per their respective organisation's mandated functions.

Recognizing that **through this MOU all key stakeholders operating in the Tonle Sap Basin would share common objectives and benefits**, We, all other key stakeholding agencies (hereinafter collectively referred to as the "Agencies"), the signatories to this Memorandum of Understanding (hereinafter refers to "MOU"), have agreed as follows:

### **Article 1: OBJECTIVE**

The overall aim of this MOU is to contribute to and support data-information exchange amongst the signatories Agencies below, with a view to:

- a. Foster, promote, and facilitate **pro-poor and sustainable economic growth, improve livelihood opportunities and increase earning potential for inhabitants** of the Tonle Sap Basin,
- b. Promote and facilitate a more **sustainable use of Tonle Sap's natural resources** (fish and other sources of human food) **so as to assure a continued and nutritious food supply** to the Cambodian population,
- c. Facilitate and **improve public access to government assets and resources in an equitable, inclusive and transparent manner**,
- d. Enhance systems and **develop the capacity for natural resource management coordination and planning, community based natural resource management, and biodiversity conservation** in the Tonle Sap biosphere reserve,
- e. Achieve a **significant reduction in the rate of bio-diversity loss as a contribution to poverty alleviation and** to the benefit of all life on earth which we recognize as a critical milestone towards the **achievement of the Millennium Development Goals**,
- f. **Share knowledge and experience and to explore opportunities for information sharing and data exchange on all development and environmental issues** with a view to building capacity among the signatories Agencies; and
- g. Build **increased public awareness about development and environmental issues** so that they become active supporters and partners in environmental projects and programmes; and

## Article 2:

### INSTITUTIONAL COMPOSITION AND MANDATE

1. To meet the said objectives in Article 1, a **Steering Committee** will be established to promote complementarity among, and, where appropriate to coordinate, the activities of the respective agencies in order to achieve the above mentioned objectives. This Steering Committee shall comprise of Director Generals, or any top level official so nominated by the Ministries / Agencies signing this MOU.
2. The Steering Committee shall provide policy guidance and strategic support necessary for achieving the above mentioned objectives. The Steering Committee shall comprise of two kinds of members :
  - a. **Core Members:** This would include the Heads of Ministries who are signatories to this MOU.
  - b. **Invitee Members:** This would include senior representatives of major donor organizations such as ADB, UNDP, GEF etc.
3. Each Ministry / Agency shall also nominate an **Agency Focal Point**, typically the senior most technical official of the concerned department, before the first meeting of the Steering Committee. **All Agency Focal Points shall collectively comprise The Task Force.**
4. To this end, the **Task Force** shall provide operational and logistical support for the implementation of the policy direction provided by the Steering Committee. The Task Force shall act as a working group to assist the Steering Committee in the fulfillment of its mandate.
  - a. **Core Members:** This would include the Heads of Departments of the Ministries who are signatories to this MOU, nominated by the respective ministries
  - b. **Invitee Members:** This would include senior representatives of major International NGOs such as WCS, World Fish Center, CDRI etc.
5. The Invitee Membership both for the Steering Committee as well as the Task Force shall be exclusively on the basis of approval from the Steering Committee.
6. The Steering Committee shall, upon a request for membership from a NGO or private sector enterprise, examine the said application and choose to accept or decline.
7. Request for membership from a NGO or private sector enterprise shall principally be evaluated based upon the data / information which the said NGO or private sector enterprise is willing to share and contribute to the Environmental Database. The Steering Committee may, if it deems fit, invite the said NGO or private sector enterprise, to join the MOU Task Force Membership, either on payment of an annual fee, or free of charge.
8. CNMC Chairman or in his absence the Vice Chairman, shall be the permanent Chairman of the Steering Committee.
9. The Deputy Head of TSBR Secretariat shall be the permanent Chairman of the Task Force.
10. With a view to ensure smooth coordination between the two groups, the Head of TSBR Secretariat shall also be the permanent Secretary of the Steering Committee.

### **Article 3:**

#### **AREAS OF COOPERATION**

Through the Steering Committee, supported by the Task Force, the parties to the MOU will:

1. Exchange data-information on activities carried out by the respective Agencies on all issues of relevance to development and environment within the Tonle Sap Basin; such as – livelihood, food security, nutrition, forestry, fisheries, tourism, agriculture, transport, climate, pollution, energy, water supply etc.;
2. Identify and promote activities that, within the mandates of the respective Agencies, could make and enhance contribution to the achievement of this MOU's Objectives;
3. Coordinate activities, where appropriate, or identify and implement joint activities;
4. Provide technical support and cooperation to member Agencies, upon request, to support activities aimed at the achievement of this MOU's objectives;

### **Article 4:**

#### **MODALITY OF COOPERATION**

1. The Steering Committee will meet at least once a year and whenever so decided by the Chairman of the Steering Committee.
2. The Task Force shall meet at least twice a year and whenever so decided by the Chairman of the Task Force, to carry out all the tasks assigned to it by the Steering Committee and those necessitated for the achievement of the objectives of this MOU.
3. The TSBR Secretariat (TSBRS) shall act as the main coordinator for this MOU and provide technical, administrative and logistical support for the implementation of the mandate of this MOU.

### **Article 5:**

#### **MEMBERSHIP RIGHTS & OBLIGATIONS**

All Agencies who are the signatories to this MOU shall have the following rights and obligations:

1. All member agencies shall have access to all data and information available on the TSBR-ED website. The member agencies will be able to do a selective or complete download of all data through the CHM component of the website.
2. All member agencies shall be able to edit, modify or delete any data which is made available by them to the website, i.e. the Data Producers shall hold exclusive rights of data management, ONLY over the data provided by them.
3. All member agencies shall be obliged to ensure that the most recently updated data on agreed subject, generated by them, is uploaded and available on the website.

## Article 6:

### FORM AND TYPE OF DATA-INFORMATION SHARING

1. Data-information sharing shall be principally in the electronic form in order to support the Tonle Sap Clearing House Mechanism (TCHM) so that member Agencies can use the same easily and effectively;
2. The Agencies agree to share three forms of data-information :
  - a. **Textual** (reports, circulars, manuals, etc.),
  - b. **Tabular** (databases, tables, spreadsheets, etc.); and
  - c. **Spatial** (maps, geo-referenced databases, GIS applications, etc.)
3. For the purposes of sharing these different forms of data-information shall be classified under three categories :
  - a. **Public Access Information:** Data-information classified under this category shall be available to everybody. Typically this may include: All metadata (catalogues), general information about Projects and Programs in the Tonle Sap Basin, articles, papers, news events, etc.
  - b. **Privileged Access Information:** Data-information classified under this category shall be free to only to those Agencies who are signatories to this MOU. Non MOU members (the world at large) would have to pay for information classified as Privileged Access Information. Such information shall be available at no cost to the MOU signatories and may typically include tabular data collected by different projects and programs, internal progress reports, government orders and circulars, etc
  - c. **Priced Access Information:** Data-information classified under this category shall be available only upon payment of a fee to the Data Producing Agency. Metadata about this category shall be freely available to all, but the actual data would be accessible (downloadable) only upon payment of the price agreed to mutually by TSBRS and the agency which collected and compiled this data. Typically this may include tabular data collected and updated by a government department / agency as part of its routine activities. For instance rainfall and temperature data collected by the Department of Meteorology, water quality data collected by Department of Hydrology, soil and topography data collected by Department of Agronomy, etc.
4. Although it is up to the respective MOU members to classify their data / information for selling (**Priced Access Information**), the MOU strongly encourages FREE sharing of data, at least among the MOU members (**Privileged Access Information**); and wherever possible, with the general public (**Public Access Information**).
5. The MOU members understand and fully support the concept that the best way to generate maximum value from the funds spent for data collection by respective data producers, is NOT by selling the data but by sharing it FREELY and as widely as possible. This will ensure that the Government of Cambodia benefits by the use of this shared information, and not an individual ministry or agency alone.
6. The data-information and metadata (data about data) would be shared in as per pre-agreed common formats and templates.

**Article 7:**

**FINANCIAL ASPECTS**

1. Joint activities under this MOU are subject to the availability of funding for that purpose.
2. The Agencies will undertake fundraising initiatives for the implementation of activities under this MOU.
3. Every Agency shall determine the classification of the data being shared by it under this MOU, i.e. each Data Producing Agency shall decide which data-information it wishes to classify as Public Access, Privileged Access or Priced Access.
4. Each Agency may choose either to specify standard Published Prices for each of data-information items classified as Priced Access Data-Information, or to reserve the right to determine the price at the time of actual sale of such data-information (upon a request received through the TSBR-ED website) in consultation with the information seeker and as agreed by TSBR.
5. A small percentage of revenue received through sale of Priced Access Data-Information shall be shared with the TSBR, as per a pre-agreed rate, approved by the Steering Committee.

**Article 8:**

**REPORTING**

Each Agency through its Agency Focal Point (Task Force Member) shall provide half yearly progress reports on the implementation of this MOU. The TSBR Secretariat shall compile these Agency progress reports into a single comprehensive Progress Report and shall submit the same to the Steering Committee.

**Article 9:**

**ENTRY INTO FORCE, REVIEW AND TERMINATION**

1. This MOU will enter into force upon signature by the Head of respective Ministries / Agencies.
2. Additional institutions / agencies may join this MOU if the Steering Committee accepts the candidature of such institution / agency. Upon acceptance, the head of the new agency shall automatically become a member of the Steering Committee
3. The Agencies may, by mutual agreement, review and amend this MOU.
4. Any agency may terminate its membership to this MOU by giving a one-month written notice to the Steering Committee.

Signed this.....day of.....2006 at.....