



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TONLE SAP AUTHORITY
AND
NANJING HYDRAULIC
RESEARCH INSTITUTE

March/2025

This Memorandum of Understanding (hereinafter referred to as “MoU”) is concluded on ____/____/2025 between Nanjing Hydraulic Research Institute, hereinafter referred to as “NHRI”, and the Tonle Sap Authority, hereinafter referred to as “TSA”, individually referred to as “the Party” and collectively as “the Parties”.

Whereas

NHRI set up in 1935, is a multipurpose national hydraulic research complex with focus on the fundamental research, applied research and high-tech development in the fields of water resources, waterway transportation and hydropower. NHRI has also established the International Joint Research Center of Water Science and Engineering, which is the only national-level water-related international joint research center under the Ministry of Water Resources in China. In recent years, the Center has gained fruitful achievement through all kinds of joint researches and exchange activities in the field of water science and engineering. The Center keeps expanding its international cooperation network, and has become an important platform for scientific and technological exchanges and cooperation in water-related fields.

NHRI is willing to undertake technical cooperation with TSA in the fields of water science, including technical research and sharing, project demonstration, co-establishment of technical standards, personnel training, provision of joint consulting services and so on.

TSA was established under Royal Decree NS/RKT/0609/705 dated 29 June 2009 and Royal Decree NS/RKT/0310/258 dated 24 March 2010 stated on the amendment of Article 3, Article 5, Article 9, Article 10, and Article 12. TSA is a national institution with its mandate to manage and coordinate the overall activities in the Tonle Sap Great Lake and related region. It is an inter-ministerial organization, led by one chairman, assisted by vice-chairmen, which is under direct supervision of prime minister of the Kingdom of Cambodia. TSA is tasked to study, analyze, monitor and assess the potential of natural resources and socioeconomics in the Tonle Sap and its related region with a view to spell out the vision, policies, strategies, tactics and master plan/roadmap aiming at ensuring the sustainable use of natural resources with a due consideration on balancing development and conservation.

TSA is willing to enhance mutual cooperation in the fields of water science and take the services offered by NHRI in accordance with the terms to be agreed by the Parties, especially in areas such as water resources management, hydrological and

meteorological monitoring, flood and draught management, water quality and environment protection, capacity building and training, climate change adaptation and digital twin river basin construction.

Acknowledging water constitutes critical natural resources and valuable assets on which the people of the Tonle Sap Lake and related region rely for existence, especially in the context of rapid social and economic development, global warming and climate change.

Acknowledging enormous challenges faced by TSA administration due to increasing vulnerability floods and droughts caused by climate change which is affecting directly and indirectly to the people living in the Tonle Sap Basin and the area around the lake;

Acknowledging the increase and availability of new information and forecasting technologies;

Acknowledging the Pilot project carried by NHRI has already been completed and in stable operation focused on hydrological data observation and transmission technology for the Tonle Sap Basin in Cambodia;

Acknowledging significant heightened awareness of the need for TSA administration to play a more meaningful role in monitoring and information sharing to an amount of national agencies, particularly social networking around the Tonle Sap Basin;

Recognizing that international and regional cooperation provide a useful framework for the promotion of sustainable socio-economic development;

Recognizing that the dissemination of information, capacity training, technical assistance through consultation and collaboration is key to narrow the development gap of Mekong member countries;

Recognizing that NHRI will provide relevant capacity building programs, joint research, job training and technical assistance to TSA;

Recognizing the important role and significant potential of TSA in supporting a Joint Technical Working Group to be set up by the Parties as a decision-making coordination body to advance pragmatic cooperation in the field of water resources management.

Have agreed as follows:

ARTICLE 1
Purpose and Principles

- 1.1 This MOU expresses common understanding and sincerity of the Parties for cooperation in good faith to achieve the objectives set out herein, and is considered a general framework for cooperation between both Parties. However, the Parties agree that nothing in this MOU will give rise to any legally binding agreement on the part of either Party or their affiliates.
- 1.2 The Parties decide to cooperate in areas of experience sharing, data and information exchange, monitoring, joint research and study, knowledge management and associated capacity building relating to water and biodiversity management to jointly promote sustainable social and economic development of the Tonle Sap region.

ARTICLE 2

- 2.1 **Area of Cooperation Water Resources Management:** Joint efforts in planning and implementing sustainable water resources management strategies, including water allocation, demand management, and integrated water resources management around Tonle Sap Lake to improve the adaptation to climate-induced hazards.
- 2.2 **Hydrological and Meteorological Monitoring:** Based on existing monitoring stations networks, enhancement of the monitoring networks construction and development of new technologies and facilities for real-time data monitoring, collection, sharing and analysis around the Tonle Sap Lake.
- 2.3 **Digital Twin river basin Construction:** Cooperation in the development and application of digital twin technologies, including but not limited to data acquisition and processing, virtual modeling, real-time simulation, and intelligent decision support systems, to help develop flood forecasting models, early warning systems, and flood prevention and drought release strategies to enhancing resilience of the Tonle Sap Lake and serve for the people living around the lake.
- 2.4 **Water Quality and Environmental Protection:** Joint research and initiatives to improve water quality, protect aquatic ecosystems, and promote environmental sustainability in the Tonle Sap Lake. The Parties will work together for the priority location available to set up a water quality laboratory in the Tonle Sap Lake.
- 2.5 **Capacity Building and Training:** Provision of technical training programs, workshops, and knowledge-sharing sessions to enhance the technical and managerial capacities of TSA staff.
- 2.6 Other areas of mutual interest.

ARTICLE 3
Implementation

- 3.1 The implementation of the cooperation under this MOU may be defined in the form of implementing arrangement, on a case-by-case basis, as mutually decided by the Parties, and will be subject to the availability of funds.
- 3.2 The Parties may establish joint working group(s) , advance dialogue and cooperation, as well as exchange information on the area of cooperation mentioned above.
- 3.3 The joint working group(s) will meet when considered appropriate, alternately in China and Cambodia.

ARTICLE 4
Financial Obligation

To facilitate the implementation of programmes or activities under the framework of this MoU, the Parties shall seek for effective use of available funds including Lancang-Mekong Cooperation Fund and etc.

ARTICLE 5
Confidentiality

The Parties will maintain the confidentiality of all information and documents exchanged or generated under this MOU. Party shall not disclose such information and documents through any third-party without the prior consent of the other Party. This Article will remain in effect notwithstanding the expiration or termination of this MOU.

ARTICLE 6
Intellectual Property Rights

- 6.1 Any intellectual property brought by a Party for the implementation of this MOU shall remain the property of that Party.
- 6.2 Any intellectual property rights resulted from activities under this MOU shall be jointly owned and subject to a separate arrangement concluded between the Parties.
- 6.3 The termination of this MOU shall not affect the application of this Article.

ARTICLE 7
Settlement of Disputes

Any difference or dispute that may arise over the interpretation or implementation of this MoU shall be resolved amicably through direct negotiations or consultations between the Parties.

ARTICLE 8
Amendment

This MoU might be reviewed or amended at any time by mutual consultation and consent in writing by the Parties. Such revisions or amendments shall enter into force on such date as may be determined by the Parties and shall form an integral part of this MOU.

ARTICLE 9
Entry into Force, Duration and Termination

- 9.1 This MoU shall enter into force on the date of the last signature.
- 9.2 This MoU shall remain in force for a period of 5 (five) years, and could be extended for another period of 5 years with the mutual written consent of the Parties.
- 9.3 The termination of this MoU shall not affect the validity and duration of any ongoing project or activity made prior to the termination of this MoU.

Done in Phnom Penh, Cambodia, on ____ / ____ /2025, in 2 (two) original copies in English.

**For Nanjing Hydraulic Research Institute
(NHRI)**

**For the Tonle Sap Authority
(TSA)**



H.E. Prof. Dai Jiqun
President

H.E. Hell Tony
Permanent Vice Chairman