



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE MEKONG RIVER COMMISSION (MRC)**

**AND**

**THE MISSISSIPPI RIVER BASIN ALLIANCE (MRBA)**

**AND**

**THE UNIVERSITY OF MINNESOTA WATER  
RESOURCES CENTER (WRC)**

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**CONCERNING COOPERATION IN DECISION MAKING  
IN INTEGRATED TRANSBOUNDARY RIVER BASIN  
MANAGEMENT**

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**MEMORANDUM OF UNDERSTANDING**

BETWEEN

**The Mekong River Commission (MRC)**

AND

**The Mississippi River Basin Alliance (MRBA)**

AND

**The University of Minnesota Water Resources Center (WRC)**

(hereinafter collectively referred to as the 'Parties')

concerning

**COOPERATION IN DECISION MAKING IN  
INTEGRATED TRANSBOUNDARY RIVER BASIN MANAGEMENT**

WHEREAS the Mekong River Commission was established by the Agreement on the Cooperation for The Sustainable Development of the Mekong River Basin, entered on April 5, 1995, between the Governments of the Kingdom of Cambodia, the Lao People's Democratic Republic, the Kingdom of Thailand and the Socialist Republic of Viet Nam;

WHEREAS the Mississippi River Basin Alliance is a coalition of over 150 organisations whose purpose is to protect and restore the ecological, economic, cultural, historical and recreational resources in the Mississippi River Basin;

WHEREAS the University of Minnesota Water Resources Center coordinates outreach and research within the University, enabling more effective delivery of research results to decision-makers and citizens and opening new avenues for multi-disciplinary and interdisciplinary partnership;

WHEREAS the Parties recognize the importance of informed and balanced development decision making;

WHEREAS the Parties wish to promote stakeholder participation in public policy making, effective resource management strategies and long-term partnership opportunities; and

WHEREAS the Parties recognize the benefits to all Parties that would result from such cooperation;

The Parties, therefore, have reached the following understanding:

## **Article 1**

The purpose of this Memorandum of Understanding (hereinafter referred to as the “Memorandum”) is to establish a framework for cooperation in the field of Integrated Transboundary River Basin Management among the Parties on the basis of equality, benefits to all Parties, and reciprocity.

## **Article 2**

Cooperation among the Parties under this Memorandum may include, but is not limited to, the following areas of interest:

Cross-cutting issues of:

1. Capacity building with regard to sustainable river basin development including mechanisms and human resources for long-term cooperation;
2. Exchange and promotion of knowledge, expertise and services for sustainable river basin development and management with emphasis on models of Public Participation (public involvement and engagement, public/stakeholder relationships, and public information and education);
3. Balancing social, economic and environment interests in policy and decision making;

Natural and Physical Resource issues of:

4. Ecosystem function, productivity and integrity including up-land and low-land wetlands preservation, restoration of bio-diversity, preservation of fisheries, and management of invasive species;
5. Water quality and quantity management;
6. Flood mitigation and management by structural and non-structural measures;
7. Mitigation of environmental impacts in the management of the ecosystem;
8. Mitigation of Mekong River navigation impacts including bank erosion stabilization;
9. Mitigation of Mekong River hydro-power impacts including mitigation of impacts on water quality, water quantity, fisheries and navigation;

Institutional Arrangements and Management issues of:

10. Dispute resolution and management;
11. Basin-wide planning implementation and management;

12. Legal aspects of environmental management including rules and regulations.

For cooperation requested by any Party that extends to subjects and issue areas outside the special expertise of the Parties, upon mutual consent, the Parties may endeavour to include the participation of other appropriate organizations in the development of and participation in activities within the scope of this Memorandum.

### **Article 3**

The cooperation in the areas listed under Article 2 of this Memorandum may take the following forms:

1. Exchange and dissemination of the knowledge, expertise and services of the University of Minnesota and the Mississippi River Basin Alliance and its members to support the activities of the Mekong River Commission;
2. Exchange of transboundary river basin management practices, technologies and sciences between the Mississippi River Basin and the Mekong River Basin;
3. Joint research, projects and activities;
4. Exchange of scientists, engineers, academics, civil society organisations and other experts;
5. Liaison with industrial, academic, professional, civil society and other organisations
6. Exchange of scientific information, data and experimental results;
7. Exchange of institutional approaches, mechanisms, and methodologies;
8. Organisation of symposia, seminars, conferences, meetings and special events;
9. Education and training in both the United States and Mekong River countries; and
10. Other forms of cooperation that may be agreed upon among the Parties.

### **Article 4**

1. In order to implement cooperation under this Memorandum, the Parties will appoint representatives to identify cooperative activities and to discuss the relevant implementation details.
2. The said representatives will develop and maintain a dialog in order to discuss, plan and review the cooperative opportunities.

3. The Parties will consult with each other on public announcements concerning the cooperation under this Memorandum.
4. The Parties will conduct a joint Annual Review of their activities and accomplishments under this Memorandum and prepare a Plan of Work for the following year.

#### **Article 5**

1. Specific cooperation projects undertaken under this Memorandum will be the subject of Implementation Arrangements signed by the concerned Parties.
2. The Parties to each Implementation Arrangement will define the specific technical aspects of their cooperation.
3. In the case of an Implementation Arrangement requiring common research, the Implementation Arrangement will specify the particular rules that will apply regarding intellectual property.
4. The export of any goods or technologies from the United States to the MRC or from the MRC to the United States will be subject to the laws of the respective countries involved.

#### **Article 6**

Subject to any applicable laws and regulations of the countries of the MRC, and of United States, the Parties will not divulge information, except to the extent agreed by the disclosing Party either in writing or orally at the time of disclosure. In the case of information that is so designated orally, the disclosing Party will insure that such designation is confirmed in writing. Any waiver of confidentiality must be confirmed by the disclosing Party in writing.

#### **Article 7**

1. It is understood that the ability of each Party to cooperate under this Memorandum is subject to the availability of funds and resources. No cost incurred by one Party shall be assumed by another Party unless otherwise agreed to in writing under an Implementation Arrangement.
2. Any and all property and equipment of whatever nature or kind furnished by any Party in connection with work under this Memorandum is and will remain the property of the Party furnishing such property or equipment unless otherwise arranged in writing.

#### **Article 8**

1. This Memorandum may be amended by the written concurrence of all Parties.

2. This Memorandum may be terminated at any time by any Party upon a three (3) months written notice to that effect to the other Parties.

#### **Article 9**

1. This Memorandum will enter into effect on the date of signature by the Parties and will remain in effect for a period of five (5) years, unless terminated earlier pursuant to Article 8 above.
2. Expiration or termination of this Memorandum will not affect the implementation of any existing Implementation Arrangements among the Parties. Termination or amendment of the Implementation Arrangements will be in accordance with the provisions of each specific Arrangement.

Completed in triplicate, at Phnom Penh, Cambodia, this 24th day of May, 2004.

#### **For the Mekong River Commission**

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Dr Dao Trong Tu  
Officer in Charge  
Mekong River Commission Secretariat

**For the University of Minnesota**  
College of Natural Resources

**For the Mississippi River Basin Alliance**

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Susan G. Stafford  
Dean

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Timothy J. Sullivan  
Executive Director

Water Resources Center

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James L. Anderson  
Director