Terms of Reference (TOR) of Joint Working Group on Water Quality Management in Boundary and Transboundary Rivers between Thailand and Myanmar

Background

The Governments of the Kingdom of Thailand and the Republic of the Union of Myanmar (hereinafter referred to singularly as "the Participant" and collectively as "the Participants"),

- Recognizing the importance of boundary and transboundary rivers between Thailand and Myanmar as critical water resources that sustain livelihoods, ecosystems, agriculture, fisheries, and public health in both countries;
- Acknowledging the challenges of increasing contamination and water quality degradation arising from urbanization, industrial development, mining, agricultural runoff, and climate variability, and etc.;
- Recalling mutual commitments of the Participant under regional and international frameworks for sustainable water management, including the Mekong River cooperation mechanisms and ASEAN frameworks;
- Desiring to strengthen bilateral cooperation in safeguarding water quality and addressing public health risks for riparian communities;

Decide to establish a Joint Working Group on Water Quality Management in Boundary and Transboundary Rivers between Myanmar and Thailand (hereinafter referred to as the JWG).

Purposes

The JWG will serve as a bilateral platform to:

1. Coordinate and implement joint monitoring of water quality in boundary and transboundary rivers between Thailand and Myanmar;
2. Investigate and identify sources of contamination and pollution hotspots;
3. Address concerns regarding impacts on public health and livelihoods in riparian communities;

4. Facilitate data sharing, early warning, joint reporting, and technical cooperation;
5. Support policy development and regional cooperation on water quality management.
6. Promoting public awareness programs on the importance of sustainable management and water quality protection, and engagement with local civil society organizations.

Scope

The JWG will carry out the following activities:

- **Coordinated Monitoring of Water Quality:** Establish harmonized monitoring stations, adopt common methodologies and parameters, conduct coordinated sampling and laboratory analysis, at mutually agreed locations with the mutually agreed standard for the comparative study of water quality laboratory findings between both countries and prepare annual joint monitoring reports.
- **Source Investigation, Risk Identification, and Establishment of an Early Warning System:** Coordinating monitoring of water quality at mutually agreed locations of respective countries and exchanging the resulting data between both participants, assess potential contamination and pollution sources, identify high-risk areas or hotspots, including the development of joint early warning system for timely response to water pollution incidents.
- **Public Health Concerns:** Assess health risks related to waterborne diseases and heavy metal exposure, enhance surveillance and community awareness, and develop risk communication materials.
- **Capacity Building and Technical Cooperation:** Organize joint workshops, training programs, technical exchanges, and develop guidelines for monitoring, data assurance, and emergency response.

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- **Policy and Strategic Coordination:** Provide recommendations to both Participants on water quality standards and management, cooperating in accordance with the respective policies and frameworks established by each country.

Modality

- The JWG will be co-chaired by senior officials designated by each Participant.
- Meetings will be convened at least twice annually, alternating between Thailand and Myanmar.
- The JWG will prepare Three years master plan and annual work plan, and submit progress reports to the respective authorities of both Participants.
- The JWG may engage technical experts and resource persons, including from academic and research institutions, local communities, and other specialized bodies, as jointly decided by the Participants.
- Sub working groups may be established as required, for example on monitoring, public health, or source investigation.

Composition

The JWG will consist of representatives from:

- **Thailand:**
  1. Ministry of Natural Resources and Environment (MONRE).
  2. Pollution Control Department (PCD).
  3. Office of the National Water Resources (ONWR).
  4. Department of Health.
  5. Chiang Rai Provincial Authorities.
  6. Chiang Mai Province Authorities
  7. Mae Hong Son Province Authorities

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- **Myanmar:**
    1. Ministry of Natural Resources and Environmental Conservation (MONREC),
    2. Ministry of Health,
    3. Ministry of Transport,
    4. Ministry of Home Affairs,
    5. Forest Department,
    6. Department of Mines,
    7. Directorate of Water Resources and Improvement of River Systems,
    8. Environmental Conservation Department,
    9. Shan State Government.

Observers from academic institutions, local communities, may be invited as jointly from both countries decided by the Participants.

Financial Arrangement

Each Participant will bear its own costs for participation in the JWG and related activities under this TOR. Financial implementation shall be carried out strictly according to the budget estimates established through bilateral discussions and integrated into the respective Annual Work Plans. The parties involved shall provide water quality measurement devices, technical assistance, and necessary funding based on joint resolutions.

Secretariat Support

Secretariat support will be jointly provided by the designated lead agencies of both Participant:

- **Thailand:** Pollution Control Department (PCD)
- **Myanmar:** Environmental Conservation Department (ECD)

The Secretariat will coordinate meetings, prepare documentation, and facilitate communication between the Participants.

Confidentiality

Both Participants will maintain the confidentiality of all information, data, and documents exchanged or generated or created under this TOR. Such information will not be disclosed or transferred to any third party unless jointly decided in writing by both Participants. Any disclosure to external entities will be made only upon prior written consent of both Participants.

Public Communication

Any press release, public statement, or promotional material related to the activities carried out under this TOR will be subject to prior review and written approval by both Participants before publication or dissemination.

Resolution of Differences

Any differences arising out of the implementation of this TOR will be resolved amicably through consultation or negotiation between the Participants.

Amendment

This TOR may be amended or modified as jointly decided in writing by both Participants. Such modification or amendment so will constitute an integral part of this TOR and will come into effect on the date mutually determined by the Participants.

Legal Nature

This TOR is intended to serve as an operational and administrative framework for cooperation between the Participants. It does not create any legally binding rights or obligations under International or domestic law.

Effectiveness and Termination

This TOR will come into effect on the date of its signature for a period of (3) years, The Participants may renew this TOR by joint decision. Any Participant may terminate this TOR at any time by giving the other Participant 30 days' written notice of its intention. The termination of this TOR will not affect the validity or progress of any work previously carried out. Ongoing activities shall

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only be systematically concluded within 90 days before the date of termination. However, continuation of activities shall not extend beyond the maximum 3 years duration of this TOR, and no further resource allocation or liability shall be incurred by either Participant thereafter.

This TOR is made in duplicate with identical wording. Both Participants have read and understood the entire content of this TOR and, finding it to be in accordance with their intentions. The Participants have signed and sealed (if any) this TOR before witnesses.

Each Participant has kept one original copy for their records.

For and on behalf of Office of the Permanent Secretary, Ministry of Natural Resources and Environment, Thailand	For and on behalf of Ministry of Natural Resources and Environmental Conservation, Myanmar
R. Bhuridej.	HMTW
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Dr. Raweewan Bhuridej	Hla Maung Thein
Permanent Secretary	Permanent Secretary
Date: 6th August 2026	Date: 6th August 2026