



KINGDOM OF CAMBODIA
NATION RELIGION KING

NATIONAL BANK OF CAMBODIA

Number B7-020-352 Prokor

(Unofficial Translation)

PRAKAS
ON
CREDIT REPORTING

The Governor of the National Bank of Cambodia

- With reference to the Constitution of the Kingdom of Cambodia;
- With reference to the Royal Decree NS/RKT/0521/642 of May 21, 2019 on the reappointment of His Excellency Chea Chanto as Governor General of the National Bank of Cambodia, equivalent to Senior Minister;
- With reference to the Royal Kram NS/RKM/0196/27 of January 26, 1996 promulgating the Law on Organization and Conduct of the National Bank of Cambodia;
- With reference to the Royal Kram NS/RKM/1206/036 of December 29, 2006 promulgating the Law on the Amendment of Article 14 and 57 of the Law on Organization and Conduct of the National Bank of Cambodia;
- With reference to the Royal Kram NS/RKM/1199/13 of November 18, 1999 promulgating the Law on Banking and Financial Institutions;
- With reference to the Royal Kram NS/RKM/1005/030 of October 24, 2005 promulgating the Law on Negotiable Instruments and Payment Transactions;
- With reference to Prakas No B8-98-385 Prokor dated July 20, 1998 on Organizational Structure of the National Bank of Cambodia and functions-duties of all departments of the National Bank of Cambodia;
- With reference to Prakas No B1-010-194 Prokor dated November 26, 2010 on the amendment of Article 3, Article 4, Article 5, Article 12 and Article 13 of Prakas on Organizational Structure of the National Bank of Cambodia and Functions-Duties of All Departments of the National Bank of Cambodia;
- Pursuant to the recommendation made by the National Bank of Cambodia Management meeting on June 08, 2020.

Decides
Chapter I
General Provisions

Article 1.- Purpose

The purpose of this Prakas is to establish framework and cooperation for Credit Reporting System (CRS) to enhance responsible and effective lending and fair competition with the aim of reducing credit risk of the Banks and Financial Institutions and promoting financial inclusion in Cambodia.

Article 2.- Scope

This Prakas is applicable to Credit Reporting Service Providers (CRSPs), Data Providers, Authorized Users, and other Institutions/Companies, which obtained approval from the National Bank of Cambodia (NBC).

Article 3.- Definitions

- **Consent** refers to a written or other forms of authorized agreement that allow data providers to upload credit information and dishonored check information into CRS and share with authorized users for permissible purposes provided in this Prakas.
- **Commencement Date** refers to the date that CRS starts providing Credit Reporting Activities (CRA) to their data providers and authorized users.
- **Code of Conduct** refers to the rules and regulations governing the operations of CRS in an agreement between the NBC and the authorized users.
- **Board of Directors** refers to group of individuals responsible for oversight of the management and credit reporting company.
- **Advisory Council** refers to an advisory committee to a group of individuals formed by the NBC to provide advices related to credit reporting process.
- **Covered Entities** refers to covered entities as defined in the Law on Banking and Financial Institutions.
- **Non-covered Entities** refers to entities which are not defined in the Law on Banking and Financial Institutions.
- **Drawer** refers to the person who gives the order to pay on a check or bill of exchange.
- **Credit Reporting System (CRS)** refers to institutions, rules and standards, technology and data enabling exchange of credit information.
- **Dishonored check information** refers to the information related to issued checks that do not have funds or have insufficient funds for settlement.
- **Credit Information** refers to information related to economic and financial obligations of a consumer, including the payment history, guarantees, publicly available information, and other relevant data for credit approval.
- **Positive Credit Information** refers to consumer's information or data related to loan applications and credit quality such as loan size, maturity, payment's terms and conditions, collaterals, etc.

- **Negative Credit Information** refers to information related to past due or default status of 90 (ninety) days or write-off of loan.
- **Rules of Reciprocity** refers to set of norms defining the level of mutual information exchange and cooperation between data providers.
- **Credit Reporting Activities (CRA)** refers to any activities that fall under the scope of this Prakas, including the provision of credit reports and other relevant services.
- **Adverse Action** refers to the denial of credit or change in the terms and conditions of credit based on information contained in a credit report.
- **Consumer** refers to any legal or natural person whose data/information have been or might have been included in CRS despite a contractual relation with a lender or a lending application signed by consumer or any other legitimate purposes.
- **Guarantor** refers to legal or natural person who guarantee or use any means to secure loan payment or to fulfill any obligations to creditors in case that the borrower fails to repay or fulfill any obligations in the loan contract.
- **Authorized Users** refers to any person that receives permission authorizing access to the database. It includes designated employees of Data Providers, employees of CRSPs, designated employees of the NBC, and other legal person approved by the NBC.
- **Data Providers** refers to covered entities and any institutions/other entities received permission from the NBC to provide information to the CRS.
- **Credit Reporting System Service Providers (CRSPs)** refers to any entities that conduct credit reporting activities and obtain license from the NBC.

Chapter 2

Establishment of Credit Reporting System and Licensing

Article 4.- Establishment of Credit Reporting System

Credit Reporting System which will be established must be set up in an efficient, safe, and reliable manner with the aim to ensure fair and equal treatment for data providers and other credit market participants.

The CRS shall be under the supervisory authority of the NBC.

Article 5.- Prohibition

- A. No person may engage in credit reporting activities or hold him/herself out to the public as engaging in credit reporting activities without license from the NBC.
- B. No person other than a legal entity incorporated under the Law on Commercial Enterprises shall be licensed to carry out credit reporting activities.
- C. This article does not apply to the NBC in the operations of credit reporting activities.

Article 6.- Application for Licensing

Any legal person interested in carrying out credit reporting activities shall apply for a license from the NBC following the assigned sample of application for license.

Article 7.- Documentation for License Application

Any applications for a license shall be attached with the following information and supporting documents:

- A. Relevant documents regarding the legal status of the company;
- B. Statements of the company founders' previous experiences in the field of banking and credit, including name list of the stakeholders, amount invested and investments in other companies;
- C. Board members shall be composed with adequate qualifications;
- D. Management team shall have university degree and adequate experiences in relevant to credit market, banking or financial sector;
- E. Organizational structure, 3 (three) years business plan for CRS operation, information system, internal procedures, and operations manual;
- F. Feasibility study according to the business plan, infrastructure to support the business or relevant agreements with other data providers;
- G. Ownership structure and governance including the composition of the Board of Directors and selection criteria;
- H. Continuity plan;
- I. Proposal for pricing policies;
- J. Code of Conduct and other rules for functioning system and
- K. Declaration of relevant parties to adhere the Code of Conduct.

The NBC may require other relevant documents deemed necessary for assessing the application.

Article 8.- Application Procedures

All applicants shall submit application in writing with relevant documents to the NBC.

Within 90 (ninety) days after the receipt of application including supporting documents and fee payment, the NBC shall issue a notice to the applicant in writing with the approval or refusal of the application.

Chapter 3

Principles Regarding the Use of Information

Article 9.- Purposes of Credit Reporting Service

The credit reporting service will be provided with following purposes:

- A. Evaluate the creditworthiness and indebtedness of consumer or guarantor when requesting for a loan;
- B. Support the NBC in supervisory role to monitor credit flow in the financial system, to analyze data for producing financial stability reports, and to supervise banks and financial institutions;

- C. Evaluate credit risk, and/or review credit.
- D. Evaluate risks associated with the transaction of default payments or issuing dishonored check;
- E. Allow consumer or guarantor to confirm the accuracy of his or her information in a credit report;
- F. Evaluate or audit the efficiency and reliability of the CRS and compliance with any applicable laws and regulations;
- G. Support KYC including consumer identification pertaining to any activities of identity fraud, criminal, and money laundering and financing terrorism and
- H. Facilitate the consumer accessing financial service in both local and international.

The information contained in the CRS shall not be used for different purposes other than the ones established under this article unless specific consumer's consent is obtained.

Article 10.- Obligations of Relevant Parties to Ensure Data Quality

Credit Reporting System Service Providers (CRSPs) and data providers shall make all reasonable effort to ensure that the consumers' information collected, used, and disclosed is accurate, complete, and up-to date. The data shall be collected by fair and lawful means and shall include only necessary information such as valid identification, credit payment behavior, and dishonored check information. CRSPs and data providers shall be accountable for the followings:

- A. CRSPs shall:
 - 1. Establish adequate procedures to ensure completeness and veracity of the information;
 - 2. Ensure that data is updated regularly according to the code of conduct;
 - 3. Establish adequate mechanisms for data correction and deletion ensuring that all users accessing incorrect data during the previous 3 (three) months are sufficiently informed and notified of the error and data correction according to the time frame as set out in the code of conduct and establish adequate mechanisms to ensure that all users that have access to the data in the previous 3 (three) months are aware of such error and receive the correct information, and that a copy is also sent to the consumer;
 - 4. Be accountable for any data errors to data providers, authorized users and consumers that have occurred during the processing or dissemination of credit information as a result of gross negligence or reckless behavior. CRSPs shall:
 - Correct data promptly and establish adequate mechanisms to ensure that all users have access to data in the previous 3 (three) months are aware of such error and receive the correct information after being updated;
 - Receive a copy of the updated report and provide the report to consumer;
 - Be responsible for any claims from the consumer that may result in a substantial damage of consumer's financial reputation because of gross negligence or reckless behavior;

- Make all reasonable efforts to mitigate damages which have effect on the consumer due to data errors.
5. Be responsible to data providers, authorized users, the NBC, or third party for any claims pertaining to delay, interruption or failing to provide credit information or statistical report, unless they are resulting from governmental orders, sabotages, riots, vandalism, internet service provider denial, or any other causes that are beyond the CRS's reasonable control;
 6. Must not transfer, sell or rent any credit information submitted by data providers or authorized users, except as authorized under this Prakas;
 7. Cross-border credit information can only be shared under a cooperation framework with prior consent from the NBC and shall take the following considerations:
 - Consumer's privacy protection
 - Conflict resolution and data correction
 - Data security protection and
 - Prior consent from the consumer.
- B. Data providers shall be responsible for:
1. Any incorrect information sent to CRSPs;
 2. Any claims from the consumers regarding errors that are material to a substantial damage of customer's financial reputation, as a consequence of gross negligence or reckless behavior in compliance with the decision made under the conflict resolution mechanisms provided in Article 28 of this Prakas and
 3. Mitigating damages suffered by consumer for data errors by establishing all necessary policies and procedures.

The credit information and other services provided by the CRSPs shall be considered as one of the tools for credit risk decision process, but the decision shall not be made solely based on the credit information obtained from the CRSPs. Each data provider shall have its own loan approval rules.

Article 11.- Data Security

CRSPs and data providers shall ensure the security and integrity of the database at all times. To prevent misuse or unauthorized access, data loss, or data corruption, all necessary steps must follow the following rules:

- A. CRSPs shall have systems, processes and procedures to ensure data recovery and disaster recovery plans to prevent data loss or data corruption; such as:
 1. Access to the database will be restricted to authorized users;
 2. Establish adequate mechanisms to ensure that data will be used only for permissible purposes or other lawful purposes with consumer's consent according to Article 9 of this Prakas.

- B. Data providers shall ensure the availability of adequate procedures, policies and security measures. Policy and security measures for the operation of the CRS shall be approved by the Board of Directors of the CRSPs. The measures adopted should be reflected from a technical, organizational structure and technological view.
- C. In the event of any data loss or breach, the CRSPs or data provider is obliged to take measures to prevent such events and notify the NBC immediately.

Article 12.- Data Retention Period

- A. Information collected by CRS will be maintained and disseminated among data providers for a period of 10 (ten) years from the payment or settlement deadline in case of positive information;
- B. CRSPs shall disclose the data as follows:
 - 1. Positive information will be disclosed for a period of 10 (ten) years from the maturity date;
 - 2. Negative information will be disclosed for a period of 3 (three) years from the maturity date;
 - 3. Dishonored check information will be disclosed for a period of 2 (two) years from the date the dishonored check is returned to the institution;
 - 4. Data on bankruptcy and liquidation of a legal entity will be disclosed for a period of 5 (five) years from the date of discharge;
- C. CRSPs shall archive data for a minimum period of 15 (fifteen) years.

Article 13.- Consumer Rights

CRSPs and relevant parties shall ensure that:

- A. The rights of consumer, guarantor, and drawer of dishonored check regarding their data usage, distribution, loss, and leakage will be respected. In case of data loss or leakage, consumer, guarantor, and drawer of dishonored check shall be entitled to receipt of such information;
- B. The CRSPs shall establish a dedicated unit with clear rules and procedures to handle claims and requests from individuals regarding their data;
- C. No data related to consumer's political tendency, beliefs, color, race, and personal private information will be collected and stored in the CRS;
- D. Data will be collected for the permissible purposes provided under the Article 9. Data collected or used for different purposes than the ones stated under the Article 9 will need unambiguous consent from consumer, guarantor, and drawer of dishonored check.

Chapter 4

Data Providers

Article 14.- Covered Entities

- A. All Covered Entities are required to contribute all positive and negative credit information and dishonored check information to the CRS at a minimum of once per month.

- B. The consent of consumers, guarantors, and drawers of dishonored check shall be obtained for data collection and data access, and such consent shall remain valid for credit extension or review or even top-up until the termination of particular credit operation. The NBC will establish a standard consent form to be used by all covered entities. Covered entities may use other alternative consent forms as long as the meaning and content are clear and consistent with the NBC version.
- C. Data providers obtained permission from the NBC shall prepare procedure, process, and system in accordance with this Prakas within 3 (three) months from the date of permission receipt.
- D. There will be no discrimination between any data providers, and the CRSPs shall provide service under fair conditions to all participants.

Article 15.- Other Data Users and Providers

- 1. Non-covered entities shall contribute data and access data to the CRS once the NBC's permission and prior consumer's consent is obtained;
- 2. All authorized users and data providers whether regulated by the NBC or not, will be subject to the same rules, obligations, and sanctions, as provided in this Prakas;
- 3. Under the rules of reciprocity, entities that do not report all required information, will not be able to access all information submitted to the CRS by other data providers;
- 4. The NBC can mandate the participation of new data providers when their activity in Cambodian credit market is perceived to be significant by the NBC.

Chapter 5

Management of Credit Reporting System

Article 16.- Corporate Governance

- A. CRSPs operating in Cambodia shall establish Board of Directors which shall be composed of at least 7 (seven) members, one of which shall be a representative of the NBC, and another one shall be an independent director.
- B. The members of the Board shall have adequate qualifications on banking and financial system. No person shall be a member of the Board of Directors of the CRSPs if he or she has been convicted of any of the followings:
 - 1. Crime;
 - 2. Theft, forgery, fraud or breach of trust;
 - 3. Misappropriation of work;
 - 4. Usury;
 - 5. Money laundering and financing terrorism;
 - 6. Issuing dishonored check;
 - 7. Personal bankruptcy, receivership or liquidation of assets.
- C. A Chief Executive Officer shall be nominated by the Board of Directors. No person shall act as Chief Executive Officer if he/she:

1. has been convicted of any crimes;
 2. is a minor or legally disable;
 3. has been convicted of an offence involving theft or fraud causing financial loss;
 4. has been removed from an office on account of abuse of office or corruption in the immediate 10 (ten) years;
 5. has been convicted of an offence involving dishonesty;
 6. is a CEO or a member of the Board of Directors of any of the authorized users and data provider;
- D. CRSPs shall establish a dedicated unit to put into practice the consumer's rights, CRS's operations, and security measures;
- E. The Board of Directors shall be responsible for ensuring that the CRS is prudently managed and complies with any applicable laws and regulations.

Chapter 6

Operations of the System

Article 17.- Data Sources

- A. CRSPs will collect, load, and distribute credit information, dishonored checks information, and related data about consumers from the following sources:
1. Covered Entities, Authorized Users, and other data providers approved by the NBC.
 2. Other public information available via lawful means.
- B. CRSPs shall be able to input and access to publicly available information from other sources, including:
1. Institution or organization in charge of business registers, movable and immovable property, and other property rights;
 2. Institution or organization in charge of keeping identification documents such as National ID, Family record book, Passport, and Tax information, etc.
 3. Data on court judgements and insolvency proceedings when available and obtained through lawful means.
- C. CRSPs may collect information from other institutions or organizations servicing electricity, water supply, telecommunication, internet service, and other forms of credit as long as there is prior approval from the NBC.

Article 18.- Collection and Distribution

- A. CRSPs will collect, process, and store credit information and dishonored check information obtained from the data providers and other data sources according to the best possible knowledge, including operational guidelines to protect data from misuse, unauthorized access, loss, or system failure. CRSPs will introduce quality control procedures to ensure the continuity of the service.
- B. Data providers shall submit their complete loan portfolios and dishonored check information according to the layout and format established by the CRSPs in

agreement with the Advisory Council. The initial format will follow the layout indicated in ANNEX 1 (file layout). The format will include two parts, which first part containing identifiable information of the consumer, guarantor and drawer of the dishonored check and second part containing data of credit transaction and dishonored check.

- C. Data providers shall provide the first file within 90 (ninety) days, beginning from being notified the commencement date.
 - 1. The CRSPs shall load all relevant data that complies with the file layout received from the data providers within a period of 5 (five) working days since the receipt of data.
 - 2. All data providers shall provide a complete update of their credit information and dishonored check information every month, no later than the fifth day of next month.
 - 3. The file shall be provided in the format established by the Board of Directors and approved by the Advisory Council.
- D. CRSPs shall be responsible for the CRS database and shall provide the credit information services to covered entities, data providers and other authorized users under this Prakas, the code of conduct, or any applicable regulations of the NBC.
- E. CRSPs shall be responsible for data leakage as of a result of system failure or data misuse by its employees.
- F. Credit information and dishonored check information must not be sold or disclosed by any of the covered entities, data providers, or any users to a third party. Covered entities, data providers, or authorized users, shall not use the information obtained from the CRS to provide services to third parties or to conduct marketing campaigns, other than their existing customers.
- G. CRSPs may modify the terms and conditions of the service to guarantee or improve the performance of the service. CRSPs shall send a notice to the data providers within 60 (sixty) days before the new conditions come into effect.

Article 19.- Access to Credit Reporting System

- A. All covered entities shall use the CRS to analyze the payment behavior of the consumers and guarantors whenever they receive any new loan application, or renewal or extension of an existing credit facility, regardless of the loan amount.
 - 1. Access to the CRS shall be restricted to data providers or authorized users under the terms established in the code of conduct or other terms set by the NBC.
 - 2. CRSPs shall establish processes, procedures and rules for determining authorized users to be authorized.
- B. Other non-regulated data providers shall submit credit information and access the CRS on a voluntary basis, subject to the rules of reciprocity and code of conduct.
- C. CRSPs shall ensure that the service is secure, stable and usable, and shall ensure that the CRS is fully capable of serving data providers and authorized users.
- D. CRSPs shall not be responsible for non-authorized access that occurs as a result of

the sharing or disclosure access codes or passwords with third parties by any data providers or authorized users.

- E. All data providers and authorized users shall be subject to the procedures and security measures adopted and contained under the code of conduct.

Article 20.- Other Services

CRSPs shall request for guidance from the Advisory Council prior to introducing any new services or products. The council shall produce a report with their conclusions based on fairness of the product for all creditors and impact on consumers. The council shall provide the report to the CRSPs within 30 (thirty) days from the date of request.

Article 21.- Pricing Policies

- A. CRSPs may charge fees, charges or penalties for its services, based on a transparent policy in accordance with the services provided.
- B. CRSPs shall obtain approval from the NBC for any amendments to the pricing policy prior to the enactment. The NBC shall consider such application and related documents, and either approve or decline within 15 working days.

Chapter 7

Consumer Rights

Article 22.- Notification of Consumer Rights

- A. By way of a consent clause, data providers shall notify the consumer, guarantor, and drawer on any loan application, renewal or extension, or opening check account and purchasing check book of the relevant credit information and dishonored check information being submitted to the CRSPs. The consent clause shall include but not limited to the followings:
 - 1. Name of data provider
 - 2. Credit information or dishonored check information collection purpose
 - 3. Name and address of the CRSPs and
 - 4. Means to access the credit information or dishonored check information if there is a need for correction or modification.
- B. Covered entities and non-covered entities, when become data providers, shall include notification of consumer rights in the loan application, opening check account application, and other services applications.
- C. When an adverse action against consumer and guarantor has taken place, as a result of a CRS enquiry, the data provider shall notify the consumer and guarantor accordingly within 5 (five) working days.

Article 23.- Credit Reporting Suppression

- A. Consumer, guarantor, or drawer may request the CRSPs to suppress their credit reporting in case of fraud or identity theft of consumer, guarantor, or drawer.
- B. Consumer, guarantor, or drawer shall provide tangible evidence to CRSPs when requesting for credit reporting suppression within 5 (five) working days starting from the date of request.

- C. In case that the request is deemed suitable and sufficient, CRSPs shall notify the consumers, guarantors, or drawers of:
 1. Suppression of credit reporting within 30 (thirty) days effective from the notice date.
 2. In case that the suppression period is over, consumer, guarantor, or drawer can make extension request for a maximum period of 30 (thirty) days. This extension can be made only once.
 3. In case that there is no extension request before the expiration date of suppression or the extension request is refused, CRSPs can resume credit reporting starting from the expiration date of suppression.
- D. In case that consumer, guarantor, or drawer do not have or could not provide enough evidence to CRSPs within the timeframe provided when making suppression request, credit reporting can be operated as normal.
- E. If a consumer wishes to apply for credit from covered entities while their credit information is suppressed, they may request the CRSPs in writing to release the credit information to particular covered entities.

Article 24.- Confidentiality

- A. The credit information and dishonored check information is confidential and shall only be used for the permissible purposes set forth in the Article 9 of this Prakas. CRSPs, data providers, and authorized users shall strictly keep credit information or dishonored check information confidentially and shall not sell or otherwise provide such information to any third party.
- B. Only the NBC, the CRSPs, and the authorized users can access the information and always for the strict performance of their duties.
- C. The CRSPs shall take all necessary measures to ensure that CRS's directors, management, and employees regularly maintain the confidentiality of credit information and shall take all reasonable measures to prevent unauthorized access to information, and shall establish and enforce security policies and procedures to govern the access to the credit information and dishonored check information.
- D. The NBC shall have free access to the CRS to obtain credit information for its oversight functions of covered entities, as well as other information pertaining to the non-covered entities to monitor the overall financial stability.
- E. The NBC shall have access to the CRS in order to fulfill its oversight functions to maintain the efficient, transparent, fair and legal operations of the CRS.
- F. Directors and employees of CRSPs, authorized users and employees of data providers shall sign confidentiality agreements prior to gaining access to credit information of the CRS.

Article 25.- Right over Information

- A. Consumers shall be entitled to request disclosure of any data pertaining to him/her once a year, per copy, and shall sufficiently identify themselves prior to making request.
- B. CRSPs shall provide report to the consumers within 5 (five) working days from the receipt of request. Report shall include the information of the consumer, name of data provider, and list of data providers within the last 6 (six) months.

- C. Consumers shall be entitled to request for report more than once a year but shall pay the assigned pricing rate of the CRSPs.
- D. The consumers shall be entitled to request for correction of any incorrect or incomplete information at any time.
- E. A detailed consumer rights procedure shall be made available at all data provider's premises and their respective websites or at the CRSPs premises and on their websites.

Chapter 8

Oversight

Article 26.- Roles of the National Bank of Cambodia

- A. The NBC has the authority to set up any regulations to control and oversee all credit reporting activities, including any relationships with CRSPs or data providers and authorized users regarding the efficiency and fair functioning of the CRS.
- B. The NBC has authorities to:
 - 1. Issue, suspend and de-license the CRSPs;
 - 2. Monitor the compliance with the rules, regulations, code of conduct, terms, procedures and operating systems;
 - 3. Supervise the adequacy of mechanisms in ensuring continuity of the CRSPs, including the entry and exit requirements and other requirements;
 - 4. Monitor all implementation of resolutions adopted by the advisory council;
 - 5. Require the CRSPs to adopt necessary measures enabling the mandatory participation of all covered entities and authorized users, and the voluntary participation of non-covered entities operating in the credit market in credit reporting;
 - 6. Penalize and disciplinary sanction as set forth in the Article 9 of this Prakas on all parties interacting with the CRS, including but not limited to data providers, authorized users and consumers; and
 - 7. Require the CRSPs to provide periodic report and upon request.

Article 27.- Advisory Council

- A. The Advisory Council shall consist of 5 to 11 members. The Advisory Council shall consist of the members representing the NBC, Board of Directors and Directors of CRSPs, data providers, independent experts, and other related authorities.
- B. The Advisory Council shall be chaired by the NBC and shall meet at least twice a year or more often when necessary.
- C. In order to ensure efficiency, reliability and safety of the system, the Advisory Council shall hold regular meeting to approve the followings:
 - 1. The strategic vision of the CRS in Cambodia;
 - 2. The format and content of the credit information and dishonored check information file layout;
 - 3. The operational rules governing the CRS;

4. The update periods of data loading and disclosing, credit information and dishonored check information;
5. The design of all products and services of the CRS and the various delivery methods, including technologies and security measures;
6. The participation of new members;
7. The adequacy of technology and homogenization of the IT services to provide data;
8. The content of the operational and technical manuals relating to security, operations, consumer's rights, conflict resolution and any substantial amendment;
9. The content of the code of conduct;
10. The adequacy of services and products provided and pricing policies;
11. The educational programs for credit officers to use data properly; and
12. The recommendations to the CRSPs regarding the provision of the service or the conduct of the data providers or users.

Article 28.- Conflict Resolution Mechanism

- A. Covered entities, non-covered entities, consumers, guarantors, and drawers shall submit any complaints regarding the accuracy of the credit information or dishonored check information to CRSPs for investigation.
- B. Once a complaint is received, CRSPs shall investigate the conflict and respond to the complainant within 15 (fifteen) working days from the receipt of complaint:
 1. Any complaints related to accuracy or completeness of credit information or dishonored check information, CRSPs shall notify data providers within 5 (five) working days. Data providers shall review and correct the credit information or dishonored check information within 5 (five) working days upon receipt of notification.
 2. CRSPs shall notify the complainant within 5 (five) working days upon receipt full response from data providers of the decision of complaint.
- C. Any complainant that is dissatisfied with the decision may appeal to the NBC within 10 (ten) working days upon receipt of decision.
- D. If the complainant is not satisfied with the NBC's decision, further appeal may be made to the court.

Chapter 9

Administrative Proceeding

Article 29.- Offenses

Data providers, authorized users, or non-covered entities that use information in the CRS for different permissible purposes of this Parkas, shall be liable to breaching the confidentiality and penalties under the Law on Banking and Financial Institutions.

Article 30.- Transactional penalties

Any person violates the provisions of this Prakas shall be liable for the transactional penalties as following:

- A. Any person who, acts either for his own account, or for the account of a natural or legal person, by carrying out the CRA without license, shall be liable for transactional penalties from KHR 5,000,000 (five million) to KHR 250,000,000 (two hundred and fifty million), without prejudice to the closure of the concerned establishment;
- B. Any person or data provider or authorized user, that uses the information obtained from the CRS for a different purposes other than the ones established under this Prakas shall be subject to transactional penalties from KHR 5,000,000 (five million) to KHR 250,000,000 (two hundred and fifty million);
- C. Covered entities and non-covered entities shall be liable for transactional penalties of KHR 10,000,000 (ten million) to KHR 50,000,000 (fifty million), following the cases of:
 - 1. infringe any code of conduct
 - 2. fail to provide complete and accurate credit information and dishonored check information to the CRS;
 - 3. fail to access the CRS for credit assessment;
 - 4. fail to respond to request for information by the NBC within the timeframe specified;
 - 5. knowingly provide the CRS with inaccurate or incomplete information regarding a consumer complaint;
 - 6. fail to comply with the deadlines for consumers, guarantors, and drawers' rights;
 - 7. fail to request for prior consent from consumers, guarantors, and drawers;
 - 8. upload incorrect information or with carelessness causing financial defamation to consumers, guarantors, and drawers.
- D. In case CRSPs fail to follow this Prakas, CRSPs shall be liable for transactional penalties from KHR 5,000,000 (five million) to KHR 250,000,000 (two hundred and fifty million).
- E. Besides the above transactional penalties, any person infringes on the provision provided in this Prakas or the code of conduct shall be liable for disciplinary sanctions and penalties as provided in applicable law.

Chapter 10

Final Provisions

Article 31.- Repeal

Prakas No. B7-011-145 Prokor dated May 24, 2011 on Credit Reporting is hereby repealed.

Article 32.- Implementation

The General Secretary, the General Director of Banking Supervision, the General Director of Central Banking, the General Cashier, the General Inspector, Directors of all relevant Departments in the National Bank of Cambodia and all Banking and Financial Institutions under the National Bank of Cambodia's supervisory authority and all relevant parties shall strictly implement this Prakas.

Article 33.- Effect

This Prakas shall have affect from the signing date.

Phnom Penh, June 26, 2020

The Governor

Signed and sealed: **Chea Chanto**

To:

- As stated in article 32
"for implementation"
- Files - archives

Cc:

- All members of the Board of Directors
- Council of Minister
"for information"
- Administrative Department of CM
"for publication in the National Gazette"

ANNEX 1

A) IDENTIFICATION DATA OF CONSUMER, GUARANTOR, AND DRAWER

Individuals

- (i) Full name;
- (ii) Gender;
- (iii) Date of birth;
- (iv) Residential address;
- (v) Identification documents (National identity card or Residential book or Family record book, or Passport); and
- (vi) Taxpayer identification number.

Legal Persons

- (i) Name of the entity;
- (ii) Organizational and legal form;
- (iii) Location;
- (iv) Number and date of registration as a legal entity;
- (v) Taxpayer identification number;
- (vi) Full names of its Chief Executive Officer, Directors, and Shareholders; and
- (vii) Taxpayer identification number of the Chief Executive Officer, Directors and Shareholders.

B) CREDIT DATA

- (i) Date of credit provided and payment of principal and interest as agreed;
- (ii) Total amount of the loan or other facility granted to the consumer;
- (iii) Currency;
- (iv) Current outstanding balance;
- (v) Risk category classification of credit by the credit provider;
- (vi) Date of the last payment activity;
- (vii) Type of collateral securing the credit, if any;
- (viii) Type of credit (mortgage, consumer loan, overdraft etc.);
- (ix) Creditors name or creditors unique number;
- (x) Dishonored checks;

- (xi) Default credit, arrears balance;
- (xii) Court judgments related to financial obligations; and
- (xiii) Other information as required by the NBC for banking supervision.

In the case of a credit provider sells goods or offers services on a credit form or with delayed payment terms:

- (i) The amount of the goods and services provided on a credit basis; together with contingent and possible obligations;
- (ii) The dates of services were provided;
- (iii) The agreed schedule of payment for the services; and
- (iv) Information on the composition and the types of collateral that secured the payment obligations.

Prakas on Credit Reporting
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Dated: June 26, 2020

ANNEX 2

Samples of Privacy Notification

(This note of privacy should be included in all loan application of data providers.)

Privacy Notification

We *(name of the institution)* will be collecting your *(consumer, guarantor, and drawer)* information to include it in the Credit Reporting System (CRS). CRS is a system regulated by the NBC. The information collected will be used for the evaluating credit worthiness, and it will be shared with other creditors participating in the CRS under the rules established in the Prakas on Credit Reporting and in the Code of Conduct. If you (consumer, guarantor, and drawer) want to access or correct your information, you (consumer, guarantor, and drawer) may send a written request to the Credit Reporting System Service Provider (CRSP) with a proof of your identity and you (consumer, guarantor and drawer) will receive a response from the CRSP.

Prakas on Credit Reporting
Number: B7-020-352 Prokor
Dated: June 26, 2020

ANNEX 3

Consent clause for natural person

(This consent clause shall be included in all loan applications of data providers.)

Consent

I, *(name of consumer)*, address *(address of consumer)*....., hold identity documents.....*(National identity card, Residential book, Family record book or Passport)*.....hereby authorize,.....*(name of the institution)*, to collect information contained in the present application and other information relevant to this application, and disclose it to third parties for the purposes established under the Prakas on Credit Reporting.

I understand that CRSP.....*(name and address of CRSP)*..... and the Institution.....*(name and address of the institution)*..... will be responsible for the collection, processing and dissemination of the data. I am entitled to access my information and data and complain to obtain the correction or deletion of such data when there is an adequate reason in line with the procedures established under the Prakas on Credit Reporting and/or the code of conduct.

Consent clause for guarantor

I, *(name of guarantor)*, address *(address of guarantor)*....., hold identity documents.....*(National identity card, Residential book, Family record book or Passport)* as the guarantor of a loan applied by *(name of consumer)*, address *(address of consumer)*, hold identity documents *(National identity card, Residential book, Family record book or Passport)* hereby authorize, *(name of the institution)*, to collect information contained in the present application and other information relevant to this application and disclose it to third parties for the purposes established under the Prakas on Credit Reporting.

I understand that CRSP.....*(name and address of CRSP)* and the Institution..... *(name and address of the institution)* will be responsible for the collection, processing and dissemination of the data. I am entitled to access my information and data and complain to obtain the correction or deletion of such data when there is an adequate reason in line with the procedures established under the Prakas on Credit Reporting and/or the code of conduct.

Consent clause for legal person

I, (*name*), address (*address*), hold identity documents (*National identity card, Residential book, Family record book or Passport*) a Shareholder, Director or Office Holder of (*name of company*), address (*address of company*), business registration number (*registration number*), hereby authorize (*name of institution*), to collect information contained in the present application by (*name of company*) together with personal information in respect of me and other information relevant to this application and disclose it to third parties for the purposes established under the Prakas on Credit Reporting.

I understand that CRSP.....(*name and address of CRSP*)..... and the Institution.....(*name and address of the institution*)..... will be responsible for the collection, processing and dissemination of the data. I am entitled to access my information and data and complain to obtain the correction or deletion of such data when there is an adequate reason in line with the procedures established under the Prakas on Credit Reporting and/or the code of conduct.

Consent clause for drawer

I, (*name of drawer*), address (*address of drawer*), hold identity documents.....(*National identity card, Residential book, Family record book or Passport*), drawer of the check hereby authorize (*name of institution*) to record dishonored check information and disclose it to third parties for the purposes established under the Prakas on Credit Reporting.

I understand that CRSP.....(*name and address of CRSP*)and the Institution.....(*name and address of the institution*) will be responsible for the collection, processing and dissemination of the data. I am entitled to access my information and data and complain to obtain the correction or deletion of such data when there is an adequate reason in line with the procedures established under the Prakas on Credit Reporting and/or the code of conduct.