

MEMORANDUM OF UNDERSTANDING
BETWEEN
INDEPENDENT STATE OF PAPUA NEW GUINEA
AS REPRESENTED BY THE DEPARTMENT OF INFORMATION AND COMMUNICATIONS
TECHNOLOGY (DICT)
AND
SINGAPORE COOPERATION ENTERPRISE (SCE),
AN AGENCY OF THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

This **Memorandum of Understanding** ("MOU") is made on the 4th day of December 2023

Between:

1. **The Independent State of Papua New Guinea, as represented by the Department of Information and Communication Technology ("DICT"); and**
2. **Singapore Cooperation Enterprise ("SCE"), an agency of the Government of the Republic of Singapore.**

(DICT and SCE hereinafter collectively referred to as the "**Parties**" and individually referred to as "**Party**".)

Whereas:

RECOGNIZING the need for the people of Papua New Guinea to harness the potential of Information and Communication Technology and to benefit from high impact policies and programs that facilitate their development and guarantee the continuity of their plan of life;

CONVINCED of the importance of the international cooperation as a factor that has a favorably impact on the solution of problems, as well as the need to promote mechanisms that contribute to the development and strengthening of joint projects and activities;

CONSIDERING the interest to strengthen their bonds of cooperation to bring about the interchange of experiences and the execution of activities in subjects of common interest;

The Parties have agreed as follows:

ARTICLE I Objective

This MoU seeks to encourage the exchange of knowledge between the Parties with a view to developing long-term cooperation activities focused on priority areas for DICT.

ARTICLE II Cooperation Areas

To achieve the objective of this MOU, the Parties commit to develop cooperation activities specially focused, but not limited to, and on a cost recovery basis, on the following areas:

- a) Digital Government Transformation;
- b) Mechanisms to enhance Digital Government Development;
- c) Exchange best practices, experiences and expertise in innovative Digital Government policies and regulation, governance models; and
- d) Exchange of experts for knowledge transfer and project management.

ARTICLE III Modes of Cooperation

The Parties agree that the activities of cooperation referred in this MOU will be carried out through the following modes:

- 1) Enhancing the mechanisms of digital government transformation oriented to the ease of doing business and improving the lives of the citizens through technology;
- 2) Encouraging and promoting programmes to build digital skills and capability in government and private sector;
- 3) Committing to open standards for information, data and software; promoting interoperability and the development of open-source solutions that can be shared; and/or
- 4) Any other modes that the Parties may mutually agree in writing.

In carrying out this MOU, the Parties need not undertake projects in all the modes of cooperation referred to in this Article. The Parties may undertake any one or more of the said modes.

The Parties will not be forced to collaborate on any activity which either of the Parties is prohibited under law or national considerations from participating in .

ARTICLE IV Definitive Agreements

In the event that the Parties agree to jointly undertake specific projects or activities under the framework of this MOU, the Parties will conclude, as necessary and appropriate, specific definitive agreements in writing, setting out the terms and conditions of their cooperation.

ARTICLE V Coordination and Follow-Up Mechanism

In order to establish a mechanism which allows the appropriate coordination, supervision and evaluation of the activities of cooperation carried out under this MOU, as well as to assure the best conditions for its execution, a Working Group shall be established and shall consist of the following representatives of both Parties:

- For DICT:
Mr Steven Matainaho
Secretary
Department of Information and Communication Technology
P O Box 784
Level , TISA Rumana
Section 427, Lot 3, Islander Drive
Hohola, Port Moresby, PNG
- For SCE:

Mr. Daniel Seah
Director for Latin America and Pacific
Singapore Cooperation Enterprise
230 Victoria St, #06-02 Bugis Junction Office Tower
Singapore 188024
E-mail: daniel_seah@sce.org.sg

The Working Group shall meet periodically and in the location agreed upon by the Parties, in order to address the issues arising from the carrying out of this MOU.

ARTICLE VI

Intellectual Property and Confidentiality

The Parties recognize the importance of protecting and respecting intellectual property rights. This MOU does not grant to any Party the right to use intellectual property rights and/or confidential information belonging to, or created by, the other Party.

Neither Party shall at any time disclose to any third party (other than its officers, employees, agents and professional advisers who have a need to know) any confidential information relating to the other Party, which is acquired in the course of this MOU, save where such information: (i) is explicitly approved for release by written authorization of the disclosing Party; or (ii) is required to be disclosed under the law; or (iii) was in the public domain prior to the receipt of such information by the receiving Party through no fault of the receiving Party; or (iv) was developed by the receiving Party, wholly and independently.

This Article VI shall survive the expiry or termination of this MOU.

ARTICLE VII

Consultations

The Parties may consult each other at any time on any issue arising from the interpretation or implementation of this MOU.

ARTICLE VIII

Entry Into Force and Termination

This MOU shall enter into force from the date of its signature and shall remain in force for a period of three (3) years, renewable for a similar period by the mutual agreement of the Parties.

Either Party may terminate, at any time, this MOU by a written notification to the other Party with thirty (30) days' notice in advance.

In the event of the termination, unless otherwise agreed by the Parties, the provisions will be effective until any plan or programme which has been made, arranged or agreed to prior to the termination, is completed..

ARTICLE IX Final Provisions

This MOU may not be modified or amended, nor may any term or provision be waived or discharged, including this particular paragraph, except in writing, signed by authorised representatives of the Parties.

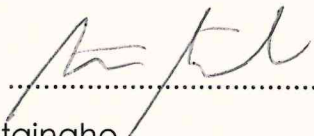
Any difference or dispute arising out of the interpretation, implementation or application of any of the provisions of this MOU will be settled amicably by consultation or negotiation between the Parties in good faith and on the bases of mutual respect and mutual benefits without reference to any third party or international tribunal, organization or forum.

This MOU does not create any legal rights or obligations between the Parties, except for the intellectual property and confidentiality obligations in Article VI which are binding. Neither Party assumes any financial obligations or binding commitments unless mutually agreed in definitive written agreements to be entered into between the Parties.

Signed in the city of Singapore, on this 4th day of December 2023, in the English language.

For: Department of Information and
Communications Technology

For: Singapore Cooperation Enterprise

Signature: 

Steven Matainaho

Secretary

Date:

Signature: 

Kong Wy Mun

Chief Executive Officer

Date: