



## MEMORANDUM OF UNDERSTANDING

BETWEEN

ASIA PACIFIC NETWORK INFORMATION CENTRE (APNIC)

AND

APNIC FOUNDATION LIMITED

AND

INDEPENDENT STATE OF PAPUA NEW GUINEA

(as represented by the Department of Information and Communications  
Technology)

ON

## INTERNET DEVELOPMENT AND CAPACITY BUILDING IN PAPUA NEW GUINEA

STATE SOLICITOR  
OFFICE OF THE STATE SOLICITOR  
DEPARTMENT OF JUSTICE & ATTORNEY GENERAL  
P.O. Box 591, WAIGANI  
NATIONAL CAPITAL DISTRICT

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**ASIA PACIFIC NETWORK INFORMATION CENTRE (APNIC)**  
**AND**  
**APNIC FOUNDATION LIMITED**  
**AND**  
**INDEPENDENT STATE OF PAPUA NEW GUINEA**  
**(as represented by the Department of Information and Communications Technology)**  
**ON**  
**INTERNET DEVELOPMENT AND CAPACITY BUILDING IN PAPUA NEW GUINEA**

**Date:**

This Memorandum of Understanding (MOU) is made by and between:

- A. **The Independent State of Papua New Guinea (as represented by the Department of Information and Communications Technology)**, a public service department of the Government of Papua New Guinea located in Port Moresby, Papua New Guinea (DICT);
- B. **APNIC Pty Ltd**, a not-for-profit organization located in Brisbane, Queensland in Australia, and the regional Internet address registry (RIR) for the Asia-Pacific region (APNIC); and
- C. **APNIC Foundation Limited**, a charitable not-for-profit organization located in Brisbane, Queensland in Australia, established to raise funds independently from APNIC Member contributions to support and expand Internet development efforts in the Asia-Pacific region (APNIC Foundation),

(hereinafter referred to as a "Participant" individually, and together as the "Participants").

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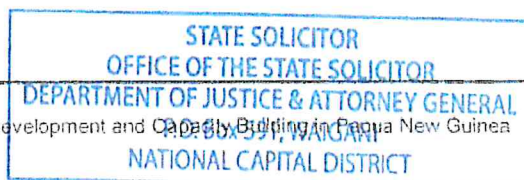
## Vision

1. DICT's vision is to harness the potential of Information and Communication Technology to make Papua New Guinea become a smart networked and knowledgeable society by bringing the Government closer to the people through effective governance, improved service delivery and socio-economic growth.
2. APNIC functions as the Regional Internet Registry for the Asia Pacific region, in service of its members and the wider Internet community. APNIC and APNIC Foundation are committed to the development and growth of a global, open, stable, and secure Internet, throughout the Asia Pacific region.
3. In recognition of their shared goals, the Participants wish to document their commitment to exploring opportunities for collaboration to achieve their mutual objectives for the benefit of the Papua New Guinean community.

## Article 1

### Objectives

4. This Memorandum of Understanding (MoU) has the specific objective of increased collaboration and investment in the development of the Internet in Papua New Guinea, including any or all of the following key activities:
  - (a) delivering training and technical assistance for Internet infrastructure and operations across Papua New Guinea;
  - (b) providing technical support to Papua New Guinea's Internet Exchange Point, Computer Emergency Response Team, Security Operations Centre, and National Research and Education Network;
  - (c) supporting and engaging with Network Operator Groups, Law Enforcement Agencies, and the Internet Governance community;
  - (d) providing financial and operational support for the development of Domain Name System (DNS) root services, Internet measurement, Honeynet, and related infrastructures;
  - (e) planning and support for the possibility of regional conferences of APNIC, APRICOT and/or APriGF to be held in Papua New Guinea;
  - (f) APNIC Foundation working with the DICT to seek increased investment in Internet development in Papua New Guinea, and in support of the above-stated activities; and
  - (g) other related activities as the need may arise in future.



## Article 2

### Implementing Arrangements

5. The Participants may, upon their own initiative, conclude separate arrangements to implement the objectives of this MoU.
6. The Participants may include any relevant government departments, ministries, and statutory authorities of each Participant in such separate arrangements.

## Article 3

### Transfer of funds

7. This MoU contemplates no transfer of funds between the Participants. In the event this document is terminated, each Participant is solely responsible for the payment of any expenses incurred.
8. Any funding to be provided between the Participants will be at the discretion of the relevant Participants and only upon those terms separately agreed between such Participants.

## Article 4

### Intellectual Property Rights

9. Each Participant will protect the intellectual property rights of the other Participants in accordance with the relevant domestic laws and regulations in their respective countries.

## Article 5

### Publicity and announcements

10. Each Participant agrees that they will not make any public announcements regarding the content, objectives, or outcomes of this MoU without the consent of the other Participant.

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## Article 6

### No Partnership or Agency

11. This MoU does not create any partnership, agency, association, employment, or any other fiduciary relationship between the Participants.
12. This MoU does not give any of the Participants any authority to act as an agent for, or on behalf of, or to represent or bind any of the other Participants in any manner.

## Article 7

### Confidential information

13. "Confidential information" means information related to this collaboration which is:
  - (a) not in the public domain and which a Participant or Participants has/have marked as confidential, or
  - (b) information of which one of the Participants has advised the other Participant or Participants of its confidential nature.
14. During the term of this MoU and thereafter, each Participant agrees to use all reasonable efforts to keep all confidential information strictly confidential and to use it only for the purpose of this MoU. Each Participant should make its personnel aware of the confidential nature of the confidential information.

## Article 8

### Dispute Resolution

15. Any dispute, arising out of the interpretation, implementation or application of this MoU, will be resolved amicably between the Participants upon the basis of mutual understanding, discussion and consultation.

## Article 9

### Amendments

16. The Participants may only modify or amend this MoU by recording any such modification or amendment in writing signed by all Participants as mutually agreed by the Participants, which will become an integral part of the MoU.

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## Article 10

### Status of this MoU

17. The Participants record their mutual intention that this MoU serves as a non-binding record of their understanding.
18. This MoU does not create any enforceable obligations under national or international law.
19. No Participant, including such Participant's officers, directors or other representatives, will be liable to any other person or entity, including any other Participant, for any direct, indirect, consequential, or any other form of damages as a result of this MoU.
20. Nothing in this MoU places any obligation on a Participant to commit any funds or resources for any purpose unless as otherwise mutually agreed.

## Article 11


### Entry into Force, Duration & Termination

21. This MoU will become effective upon the date the last Participant signs this document and will remain in full force and effect until written notice is given by either Participant, after which the MoU will be terminated 30 days from the date of said notice, unless otherwise mutually agreed.
22. The termination of this MoU will not affect the validity and duration of any arrangements, programmes, activities or projects related to this MoU until the completion of such arrangements, programmes, activities or projects unless the Participants otherwise mutually agree.

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**Signatures:**

Signed for and on behalf of THE  
INDEPENDENT STATE OF PAPUA  
NEW GUINEA (as represented by the  
Department of Information and  
Communications Technology) by its  
duly authorised representative:

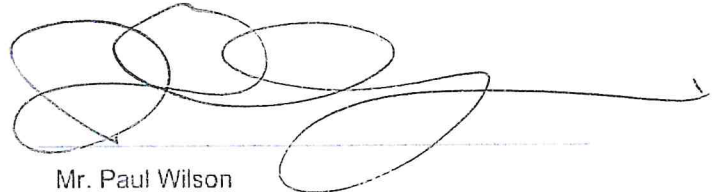


Mr. Steven Matainaho  
Secretary

17/10/2022

Date

Signed for and on behalf of APNIC PTY  
LTD by its duly authorised  
representative:



Mr. Paul Wilson  
Director General of APNIC

17/10/2022

Date

Signed for and on behalf of APNIC  
FOUNDATION LIMITED by its duly  
authorised representative:



Mr. Duncan Macintosh  
CEO and Director of APNIC Foundation

17/10/2022

Date

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