

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PAPUA NEW GUINEA DEPARTMENT OF
INFORMATION AND COMMUNICATIONS
TECHNOLOGY
AND
CYBERNETICA
ON
COOPERATION IN THE FIELD OF DIGITAL
GOVERNMENT DEVELOPMENT**

The Papua New Guinea Department of Information and Communications Technology (DICT); and **Cybernetica**, hereinafter referred to individually as a Participant and collectively as the Participants,

CONSIDERING their mutual interest in promoting cooperation in Digital Government development; and

DESIRING to expand and to intensify cooperation in enhancing and improving Digital Government development including the exchange of best practice and experience, and implementation of digital government technology;

WHEREAS, Cybernetica is expected to create and transfer knowledge, best practice and technology concerning Digital Government Development and can contribute to improving capacity building in the field of Digital Government in Papua New Guinea.

WHEREAS, DICT plays a pivotal role in development and integration of the government's ICT systems aiming to promote the successful establishment of Digital Government, considered Papua New Guinea's key strategy to leverage the government's capability to boost efficient public management and provide people with quality government-based services.

PURSUANT to prevailing laws and regulations, as well as the procedures and policies concerning cooperation in their respective countries;

HAVE REACHED the following understanding:

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

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PARAGRAPH 1
PURPOSE

- (1) The purpose of this Memorandum of Understanding (**MoU**) is to develop cooperation on the basis of equality, reciprocity and mutual benefits, and to promote relations and mutual understanding between the Participants.

PARAGRAPH 2
SCOPE OF COOPERATION

- (1) The Participants will encourage and facilitate cooperation on the following areas:
- (a) Promote cooperation to enhance Digital Government Development;
 - (b) Exchange best practices, experiences and expertise in innovative Digital Government solutions, policies and regulations, governance models; including the exchange of experts for knowledge transfer, project consulting as well as providing the consultation and recommendation on the e-Government Master Plan;
 - (c) Organize joint workshops, seminars, site visits and other activities in the field of Digital Government Development, including but not limited to intergovernmental policies, regulations, academic institutions, and businesses;
 - (d) Build a joint technical Proof of Concept to identify challenges and find out the use cases and effective solutions in association with Digital Government Development;
 - (e) Implement technologies necessary to build a strong Digital Government foundation;
 - (f) As a first effort, implement a Proof-of-Concept project in the field of interoperability with the aims of establishing a strong baseline for future e-government initiatives; and
 - (g) Other areas as jointly decided by the Participants.

PARAGRAPH 3
IMPLEMENTATION

- (1) In order to implement any collaborative activity of common interest in the areas and the forms as referred to in **PARAGRAPH 2** above, the Participants will negotiate and agree upon Implementing Arrangements according to their respective internal rules and procedures.
- (2) The collaborative activities carried out under an Implementing Arrangement will be performed by the Participants on a reasonable effort's basis.
- (3) The implementation of the activities under this MoU is subject to the availability of funds and personnel of the Participants.
- (4) In certain circumstances where the meeting could not be held, documents may be exchanged in lieu of such meeting.
- (5) The Participants will appoint persons of contact (POC) to facilitate, monitor and review the implementation of this MoU

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PARAGRAPH 4
ENCOURAGEMENT OF PARTICIPATION

The Participants intend to engage with and encourage, as appropriate, governmental organizations, government institutions, businesses, research institutions, utilities, counties, cities, and municipalities of Papua New Guinea to participate in cooperative activities in further support of the objectives of this MoU.

PARAGRAPH 5
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- (1) Each Participant will protect, within its territory, intellectual property rights of the other Participant in accordance with the domestic law in force in their respective countries and in accordance with international agreements to which they are State Party to.
- (2) In case specific arrangements, programs or projects may affect any intellectual property rights, the Participants will conclude a separate arrangement consistent with their laws.

PARAGRAPH 6
CONFIDENTIALITY

Nothing in this MoU will be so construed as to require either Participant to furnish any material, data or information the furnishing of which could, in its judgment, require it to violate its policy regarding the confidentiality of such information. Confidentiality clauses governing the disclosure of information are detailed in a separate Non-disclosure Agreement (NDA) which will be executed once this MoU comes into effect.

PARAGRAPH 7
USE OF NAME AND LOGO

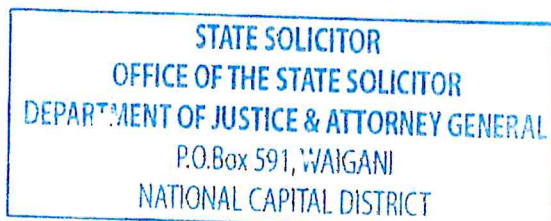
No Participant will use the name of another Participant as an endorsement, or the other Participant's logo (or any variation thereof), without first obtaining the relevant Participant's written or electronic consent.

PARAGRAPH 8
STANDARDS OF PERFORMANCE

All activities under this MoU (and any agreement resulting from this MoU) should be performed in a manner protective of and consistent with the Participants' reputations for excellence and integrity in their respective areas of operation.

PARAGRAPH 9
DISPUTE SETTLEMENT

Any dispute or difference in the interpretation or implementation of this MoU will be resolved amicably through consultation between the Participants.



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PARAGRAPH 10
NON-BINDING STATUS

This MoU does not create any legally binding obligations upon the Participants and does not constitute a treaty under international law.

PARAGRAPH 11
REVIEW & AMENDMENT

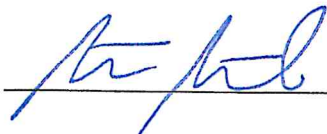
This MoU may be reviewed and amended at any time. By mutual written consent of the Participants. Such amendment will come into effect on such date as may be determined by the Participants and will form an integral part of this MoU.

PARAGRAPH 12
ENTRY INTO EFFECT, DURATION AND TERMINATION

- (1) This MoU will come into effect on the date of its signing.
- (2) This MoU will remain in effect for a period of 5 (five) years and may be extended for the same period by mutual written consent of the Participants, unless either Participant notifies in writing of its intention to terminate the MoU 6 (Six) months in advance.
- (3) The termination of this MoU will not affect this validity and duration of any arrangements, programs, activities or projects made under this MoU until the completion of such arrangements, programs, activities or projects unless the Participants decided otherwise.

IN WITNESS WHEREOF, the Participants hereto have caused this MoU to be executed in duplicate by their duly authorized representatives respectively as of the date herein below indicated.

Signed for and on behalf of Papua New Guinea
Department of Information and Communications
Technology of Papua New Guinea by:



Steven Matainaho
Secretary
Papua New Guinea Department of Information and
Communications Technology



Date: 09 / 01 / 2022

Signed for and on behalf of Cybernetica, Estonia
by:



Kevin Tammearu
Head of Business Development
Cybernetica AS

Date: 09 January 2022

