



Memorandum of Understanding
Between
PNG DataCo Limited
and
Department of Information and Communication Technology

THIS **MEMORANDUM OF UNDERSTANDING** is made on the ____ day of May 2023

BY AND BETWEEN:

PNG DataCo Ltd, Company Number 1-73159, established under the Companies Act 1997 of the Independent State of Papua New Guinea (as amended) of PO Box 1744, Port Moresby 121, National Capital District and having its registered office at Level 1 Wokples Building, Section 531 Allotment 12, Savannah Heights, Waigani 131, National Capital District, in the Independent State of Papua New Guinea herein after called ["**DataCo**"]

AND:

DEPARTMENT OF INFORMATION AND COMMUNICATION TECHNOLOGY, of P O Box 784, Vision City 121, National Capital District, and having its registered office at the Office of its Secretary at Level 2, Tisa Ruma | Section 427, Allotment 3 | Hohola, (Islander Drive) National Capital District, Port Moresby, Papua New Guinea herein after called ["**DICT**"]

(hereinafter individually referred to as a "**Participant**" and collectively referred to as the "**Participants**")

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NATIONAL CAPITAL DISTRICT

198

RECITALS

- A. DICT is a State Department that has policy and coordination oversight on the Information and Communication Technology ("ICT") sector and is responsible for facilitating digital transformation across all of Papua New Guinea ("PNG") Public Service.
- B. DataCo is a company incorporated under the Companies Act and a wholly owned State-Owned Enterprise responsible for building, owning, operating and maintaining the National Transmission Network ("NTN") and offering wholesale internet and cloud-based services.
- C. DICT has put in place a PNG Digital Transformation Policy 2020 ("**Digital Transformation Policy**") and the legislative framework under the **Digital Government Act 2022**, and to pave the way for digital transformation initiatives that would improve service delivery across all sectors of Government through a whole-of-government approach to achieve a fully-fledged digital economy for PNG by 2030.
- D. DataCo provides wholesale telecommunications services in PNG and as part of its corporate social responsibility program provides telecommunications services and connectivity to priority sectors of the Government such as health and education sectors as well as provincial administrations and government departments including DICT and its affiliates at subsidized costs.
- E. The Participants acknowledge that:
- (i) the development of telecommunications/Information and Communication Technology (ICT) is an important contributor in the digital economy of Papua New Guinea (PNG);
 - (ii) cooperation is required with Participants for the development of state-of-the-art Telecommunications/ ICT services, the modernisation of Telecommunications/ ICT networks and the expansion and development of Telecommunications/ ICT services within PNG; and
 - (iii) The Participants are desirous to develop and deepen mutually beneficial cooperation in the field of Telecommunications/ ICT.

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Article 1 – Purpose

The purpose of this Memorandum of Understanding (**MoU**) is to provide a general framework for facilitating collaboration and cooperation between the Participants in achieving their objectives of the Participants while having due regard to the respective functions of the Participants under relevant laws, regulations, policies and procedures.

Article 2 – Background

- (1) DataCo and DICT have conducted several meetings on areas where each would like to collaborate to serve their mutual interests to transform government systems and services.
- (2) This MOU sets out matters mutually determined between the Participants and outlines their scope and areas of collaboration in furtherance of the purpose.

Article 3 - Scope of cooperation

- (1) Both Participants intend to explore options in relation to:
 - (a) facilitating and supporting the digital transformation of the public service in Papua New Guinea;
 - (b) utilization of the NTN for the provision of digital services for the government and the public service including possible hosting of government shared services on the DataCo cloud and data centre infrastructure;
 - (c) facilitation and implementation of the Digital Transformation Policy and Legislation together with Cybersecurity policies, legislation and regulation as provided by DICT and its affiliates; and
 - (d) collaboration and support by DICT towards the development of and implementation of various digital transformation initiatives, programs and projects being undertaken by DataCo.
- (2) The Participants recognize that this MOU has been entered into in furtherance of the following plans and policies of which DICT is the lead agency:-
 - (a) Digital Government Transformation Policy and Legislation;
 - (b) DICT Corporate Plan;
 - (c) National ICT Policy 2008;
 - (d) National Broadband Plan 2022;

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- (e) Cyber Security Policy and Legislation;
 - (f) The Digital Government Act 2022; and
 - (g) The Digital Government Plan 2022.
- (3) The Participants also recognize that the collaboration and support to be provided to each by the other are intended to achieve their objectives and arrangements stipulated in this MOU.

Article 4 - Activities of cooperation

- (1) DataCo will endeavour to:
- (a) assist DICT through the provision of technical expertise, support and capability to enable DICT to further its plans and objectives stipulated under clause 4 and for DICT to meet its responsibilities under clause (3) of this Article; and
 - (b) provide telecommunication services including internet and point to point transmission services;
- (2) DataCo notes that DICT has been working on formulating policies surrounding digital transformation and cybersecurity and is interested to assist DICT in its capacity to ensure effective implementation of these policies.
- (3) DICT will endeavour to:
- (a) lead the development and implementation of digital services and solutions for the public sector; and
 - (b) advocate and mobilize for the necessary funding and investment for the development of and implementation of digital transformation initiatives, programs, and projects.
- (4) Further to the above, DICT also sets to ensure the following:
- (a) collaborate and support DataCo to develop policies and arrangements relevant to the identification, development, management and protection of critical digital infrastructure in Papua New Guinea;
 - (b) collaborate support towards any commercial and technical arrangements for the development and implementation of

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telecommunication infrastructure and connectivity, to support the delivery of affordable and accessible broadband internet services;

- (c) participate in the review of the 15-Year Digital Infrastructure Investment Plan of DataCo with the aim to ensure alignment with government's ICT Sector development and investment plans;
 - (d) collaborate and support the hosting of International ICT conferences and forums to be hosted by the State to develop regional cooperation within the Pacific Islands and the Asian region like the Pacific Islands ICT Ministerial Meeting, PITA AGM, APT PRF and other similar regional and international ICT events;
 - (e) cooperate and provide support towards DataCo for the introduction of new and innovative satellite solutions like the Medium and Low Earth Orbit Satellite services like Starlink, Oneweb, Mpower, etc;
 - (f) collaborate on seeking and bidding for external donor funding (including from Members of Parliament) for ICT and Digital Infrastructure projects in PNG;
 - (g) support and collaborate in the development of new models and implementation of wholesale communal Digital Infrastructures like communal communication towers to ensure co-sharing arrangements on Digital Infrastructures in Papua New Guinea with the aim to discourage duplication of infrastructure thereby reducing costs; and
 - (h) collaborate with DataCo on its wholesale services pricing to ensure Government policy, view and initiatives are consulted in the pricing review process.
- (5) DICT acknowledges and understands DataCo's legal, statutory or regulatory responsibilities and assures DataCo that DICT in giving effect to this MOU, will not compromise or otherwise cause DataCo to be in breach of any of its legal, statutory or regulatory responsibilities.
- (6) Participants will do all things necessary and expedient to ensure the achievement of the objectives in the MOU including the performance of their specific roles under this MOU.
- (7) Participants will, as soon as is reasonably practicable notify the other Participant if there are/or is an actual or potential breach of any legislation, statutory requirement or policy which regulates the matters stated in this MOU.

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- (8) Participants are expected to oversee the activities described in this MOU and ensure compliance of existing laws and regulations relating to the implementation of this MOU.

Article 5 – Entry into Force, Duration and Termination

- (1) This MOU will come into effect on the date which is last signed by a Participant and will remain in force for five (5) years.
- (2) Participants will monitor the operation of this MOU during the term and may review the term from time to time to ascertain its relevance.
- (3) Either Participant may terminate this MOU at any time upon giving at least one (1) month written notice to the other Participant.
- (4) Article 4 of this MOU is not affected by the termination of the MOU.

Article 6 - Amendments

Either Participant may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Participants to this MOU will be in writing and will take effect when executed and signed by all authorized officers of the parties to this MOU.


Article 7 – Legal Effect

- (1) This MOU serves only as a record of the Participants intentions and is not intended to create legal rights or obligations under domestic or international law, will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable rights or obligations, express or implied.
- (2) The Participants intend for the construction, interpretation and application of this MOU to be in accordance with the laws of the Independent State of Papua New Guinea.

Article 8 - Confidentiality, Liability and Indemnity

Participants will maintain high levels of confidentiality on all materials, information and data accessed under this MOU and will not under any circumstances disclose to a third party or otherwise use the information so accessed or obtained for use with any purpose except with the prior written approval from the other Participant. The mutual understanding to maintain confidentiality, and the

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responsibility for liability and indemnity survive the termination or expiration of this MOU.

Article 9 - Dispute Resolution

If there are any disputes between the Participants concerning this MOU, the Participants will involve the head of their respective entities in the settlement of disputes, and the Participants Heads or their duly authorized representatives will amicably resolve the dispute through consultation.

Article 10 - Costs

The Participants acknowledge that, following execution of this MOU, each of them will expend time, effort and financial resources as required to meet the requirements of the MOU (**Costs**). Each Participant will bear its own Costs, including its legal and financial costs of, or associated with, the preparation of this MOU.

Article 11 - Contact

The Participants identify a designated point of contact who will be the primary contact for any communication arising out of this MOU. Where there is a change in the point of contact, each Participant will notify the other as soon as is reasonably practical. For the purposes of this MOU, the following person(s) will be the only designated point of contact unless otherwise advised in writing by the other:

<p>Attention: PAUL KOMBOI, GCL, OBE</p> <p>Chief Executive Officer</p> <p>PNG DataCo Ltd</p> <p>Level 1, Wokples Building, Savannah Heights, Waigani, National Capital District</p> <p>P.O Box 1744, Port Moresby, NCD, PNG</p> <p>Email: pkomboi@pngdataco.com</p> <p>Tel: 3133900</p>	<p>Attention: STEVEN MATAINAHO</p> <p>Secretary</p> <p>Department of Information & Communication Technology</p> <p>Level 2, Tisa Ruma Section 427, Allotment 3 Hohola (Islander Drive) National Capital District</p> <p>P.O Box 784, Vision City, Waigani NCD Email: steven.matainaho@ict.gov.pg Tel: 325 0148</p>
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Article 12 - Entirety




This MOU represents the entire and integrated understanding between the Participants and supersedes all prior negotiations, representations and agreements, whether written or oral between the Participants.

Article 13 - Effective Date and Signature

In witness whereof, the Participants to this MOU through their duly authorized representatives have signed this MOU on the days and dates set out below.

The effective date of this MOU is the date first above written.

<p>Date:</p> <p>Signed for and on behalf of PNG DATACO LIMITED by:</p>  <p>.....</p> <p>PAUL KOMBOI, GCL, OBE Chief Executive Officer</p>	<p>Date:</p> <p>Signed for and on behalf of DEPARTMENT OF INFORMATION & COMMUNICATION TECHNOLOGY by:</p>  <p>.....</p> <p>STEVEN MATAINAHO Secretary</p>
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<p>Witnessed by</p>  <p>.....</p> <p>HON. WILLIAM DUMA, LLB, LLM, MP Minister for State Enterprises</p>	<p>Witnessed by</p>   <p>.....</p> <p>HON. TIMOTHY MASIU, MP Minister for Communication & Information Technology</p>
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