

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF AUSTRALIA

(as represented by the **DEPARTMENT OF INFRASTRUCTURE, TRANSPORT,
REGIONAL DEVELOPMENT, COMMUNICATIONS AND THE ARTS**)

AND

THE GOVERNMENT OF PAPUA NEW GUINEA

(as represented by the **DEPARTMENT OF INFORMATION AND
COMMUNICATIONS TECHNOLOGY**)

ON

COOPERATION IN INFORMATION AND COMMUNICATIONS TECHNOLOGY

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made on the 8th day of
December 2023, by and between:**

1. The Government of Australia (“GoA”), as represented by the **Department of Infrastructure, Transport, Regional Development, Communications and the Arts (“DITRDCA”)**; and
2. the Government of Papua New Guinea (“GoPNG”), as represented by the **Department of Information and Communications Technology (“DICT”)**,

(hereinafter referred to individually as the “Participant” and collectively referred to as the “Participants”)

RECOGNIZING the commitment to better harnessing the benefits of digital connectivity, digital economy and digital safety, and institutional and governance arrangements for the information and communication technology (hereinafter referred to as “ICT”) sector, in Papua New Guinea.

DESIRING to work together to achieve mutually beneficial ICT outcomes generally.

RECOGNIZING this MOU is made pursuant to Paragraph 2 of Article 10 of the Treaty on Development Cooperation between the Government of Australia and the Government of Papua New Guinea, signed at Port Moresby on 7 October 1999 (“the Treaty”), which permits the conclusion of arrangements relating to the implementation of activities provided for by the Treaty. Activities arranged under this MOU are subject to the terms of the Treaty and its Annex. In the event of an inconsistency between this MOU and the Treaty, the terms of the Treaty will prevail.

RECOGNIZING the MOU forms part of the Economic and Social Infrastructure Program recorded in the Subsidiary Arrangement dated 7 November 2018 between the Participants. The terms of the Subsidiary Arrangement apply to this MOU.

RECOGNIZE the Participants recognize the importance of:

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- a) Access to, price and the use of ICT to enable economic and social development of Papua New Guinea;
- b) A safe, reliable and resilient digital environment to foster trust so that ICT is used to realise the opportunities and minimise the risks of the digital age; and
- c) The role of governments and government agencies in facilitating and supporting efficient, effective, competitive and secure ICT usage in Papua New Guinea.

ACKNOWLEDGING the Memorandum of Understanding between the GoPNG and GoA on Cyber Cooperation dated 30 March 2022, which focuses on enhancing PNG's cyber capacity and building cyber resilience.

ACKNOWLEDGING the Pacific ICT Ministerial Declaration 2023 ("Lagatoi Declaration") dated 28 August 2023 and its shared aspiration to advance ICT cooperation in the Pacific through priority areas of digital transformation, innovation and entrepreneurship, digital infrastructure, digital security and trust, and digital capacity building and skills development.

PURSUANT to the prevailing laws and regulations of their respective countries;

The Participants have reached the following understandings:

Paragraph 1
Purpose of this Memorandum of Understanding

- a) The purpose of this MOU is for the Participants to cooperate to improve the benefits of digital connectivity, enable digital economy, ensure digital safety, and improve institutional and governance arrangements for the ICT sector, in Papua New Guinea.
- b) The MOU also provides for the Participants to work together to achieve mutually beneficial ICT outcomes generally at the national, regional and international levels with emphasis on providing a safe digital environment to meet development challenges of Papua New Guinea.
- c) Cooperation and exchanges will be mutually beneficial and based on full participation by both Participants having regard to their capacity and resources and will be based on mutual respect.

Paragraph 2
Cooperation goals

The cooperation goals under this MOU are to:

- a. Develop and maintain productive relations between relevant government agencies, relevant industry participants and other organisations concerned with ICT in Australia and Papua New Guinea;
- b. Raise awareness and understanding of the ICT objectives, opportunities and challenges in Papua New Guinea to enable constructive engagement and problem solving on issues of mutual interest;
- c. To build policy, regulatory and operational capability in relevant government agencies, particularly through the sharing of information and experience;

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- d. Reinforce the role of cyber security and safety in each country and globally;
- e. Optimise the benefits of the Coral Sea Cable System by increasing internet penetration, both through increased coverage and affordable prices; and
- f. Deliver safer outcomes in the ICT sector for people in Papua New Guinea with a view to fostering greater and better social and economic development.

Paragraph 3
Areas of cooperation

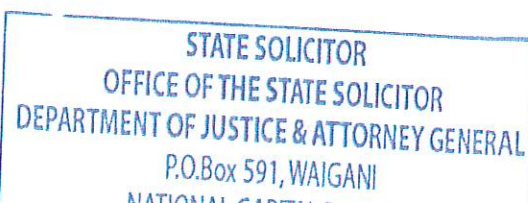
Subject to prevailing international and domestic law and policy in either country, the cooperation in ICT may be undertaken in some or all of the following areas:

- a. ICT policy development and implementation, including community awareness and education campaigns by government;
- b. Master planning of ICT infrastructure and the use of ICT infrastructure, platforms and services;
- c. Drafting of primary and subordinate ICT policy and legislation;
- d. ICT regulatory practice, including pricing and consumer protection;
- e. ICT program administration;
- f. Institutional administration, including budget planning processes;
- g. Education and training in relevant government agencies;
- h. Communities of practice and professional development in relevant government agencies;
- i. Data and information management;
- j. Strengthen institutional linkages;
- k. Compliance with international arrangements and requirements;
- l. ; or
- m. Other areas as may be mutually considered appropriate.

Paragraph 4
Activities

- a. Cooperation may be in the form of activities, established under Annexes of this MOU.
- b. The content of each Annex is to be mutually determined by the Participants, who have identified the following focal points as the lead agencies for the purpose of the implementation of this MoU:
 - For GoPNG: DICT
 - For GoA: DITRDCA

Cooperation will not be limited to these organisations and will be encouraged by all government organisations of the Participants.



- c. Each activity will be implemented by implementing authorities (“implementing Authorities”) determined by the Participants. Implementing Authorities may include:
- i. GoPNG DICT;
 - ii. GoA DITRDCA;
 - iii. GoPNG Department of Foreign Affairs (“DFA”);
 - iv. GoA Department of Foreign Affairs and Trade (“DFAT”);
 - v. GoA Communications and Media Authority (“ACMA”);
 - vi. GoA Competition and Consumer Commission (“ACCC”);
 - vii. GoA Office of the e-Safety Commissioner (“e-Safety”);
 - viii. GoPNG National Information and Communications Technology Authority (“NICTA”);
 - ix. GoPNG Independent Consumer and Competition Commission (“ICCC”);
 - x. GoPNG PNG DataCo Limited (“PNG DataCo”);
 - xi. GoA NBN Co Limited (“NBN Co”);
- d. The Participants may nominate in writing other implementing authorities from time to time for the purpose of implementing the cooperation goals of this MOU.
- e. The Implementing Authorities specified in an Annex will develop a work program to facilitate the delivery of activities.
- f. If an activity is more than one year in duration, the work program for the activity is to be reviewed annually and, if appropriate, renewed, consistent with the requirements for the activity set out in the relevant Annex.
- g. All activities in excess of six months, will be subject to midpoint assessment by the relevant Implementing Authorities to assess progress and likelihood of success, unless alternative arrangements are otherwise documented in the Annex.

Paragraph 5 Resources

- a. The Participants acknowledge that appropriate resourcing is required to achieve the cooperation goals outlined in paragraph 2 of this MOU as well as any activities established under Annexes to the MOU.
- b. The Participants acknowledge that the activities in the Annexes and work programs will only be established and carried out on occasions and in a manner which takes account the available personnel, facilities and funding of the implementing authorities.

- c. Procurement of property or services in Australia will be consistent with the GoA Commonwealth Procurement Rules and policies.
- d. Clause 8 (Duties, Levies and Taxes on Australian Institutions) and clause 10 (Activity Supplies and Personal Professional and Technical Material) of the Annex to the Treaty will apply to activities performed in Papua New Guinea.

**Paragraph 6
Designated representative**

In order to coordinate activities, each Participant will designate a representative to be responsible for determining the particular directions of cooperation and for ensuring the effectiveness of all cooperation and exchange activities. These representatives will be designated in Annexes for specified activities.

**Paragraph 7
Consultation and planning**

- a. The Participants will consult constructively to identify and develop activities for cooperation.
- b. All activities that the Implementing Authorities mutually decide should be undertaken are to be documented as Annexes to this MOU.
- c. Work programs for activities will be mutually determined and consistent with the arrangements contained within this MOU.
- d. All work programs are to include, but are not limited to: objectives, key tasks, timelines, resources, accountabilities, risks and mitigations, review points and performance indicators.

**Paragraph 8
Annual high-level meetings**

- a. DICT and DITRDCA will meet annually to discuss ICT issues of mutual interest, explore opportunities and challenges, review past activities, discuss areas for further collaboration and, where appropriate, confirm future activities.
- b. DICT and DITRDCA, with other relevant government agencies and entities, will work in advance to settle the agenda for annual high-level meetings, with a view to settling the agenda two weeks before the meetings.
- c. ACMA, ACCC, eSafety, NICTA, ICCC, PNG DataCo and NBN Co will be invited to attend the annual meeting where relevant. Other government departments and agencies, consultants, special advisers or third parties (e.g., industry stakeholders) may be invited by mutual determination.
- d. The meeting will be attended by senior representatives and officials from the relevant Implementing Authorities as necessary.
- e. Annual activity work programs will be mutually determined, consistent with the resourcing and other arrangements contained within this MOU, and informed by discussions at the annual high-level meeting.

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Paragraph 9
Treatment of in-confidence material

Where a Participant (the “originating Participant”) provides information to another Participant that is marked, or stated to be, “In-Confidence” or “For Official Use Only”, the Participant receiving the information will not disclosure or distribute that information except as, and to the extent authorised by, the originating Participant or as required by domestic law.

Paragraph 10
Amendment

This MOU may be added to or amended in writing at any time by mutual consent of the Participants.

Paragraph 11
Applicability of the Memorandum of Understanding

This MOU applies only to Annexes subsequently entered into between the Participants regarding ICT cooperation. It does not apply to other bilateral agreements and other arrangements relating to ICT concluded between the Participants or between ICT or ICT-related agencies.

Paragraph 12
Settlement of disputes

Any dispute or differences arising out of the interpretation or implementation of this MOU will be settled amicably through consultation or negotiation between the Participants.

Paragraph 13
Status of this Memorandum of Understanding

This MOU does not constitute, nor is it intended to be, a legally binding arrangement or agreement. It does not create any legally binding or enforceable obligations, expressed or implied. It serves only as a record of each Participant’s separate intention.

Paragraph 14
Commencement, duration, and termination

- a. This MOU comes into effect on the date of its signing and remains in effect for a period of three years with a review period after two years, unless terminated by either Participant.
- b. The MOU may be terminated by either Participant by providing three months written notice.
- c. The termination of this MOU will not prejudice the completion of any activities initiated under this MOU unless determined otherwise by the Participants.
- d. The application of paragraph 9 survives the expiry of early termination of this MOU.

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Signed at [CITY, COUNTRY] on this [DATE] day of [MONTH] 2023

FOR THE

GOVERNMENT OF PAPUA
NEW GUINEA

as represented by the

DEPARTMENT OF
INFORMATION AND
COMMUNICATIONS
TECHNOLOGY


STEVEN MATAINAHO
SECRETARY

FOR THE

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JIM BETTS
SECRETARY

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