



MEMORANDUM OF UNDERSTANDING

- between -

THE INDEPENDENT STATE OF PAPUA NEW GUINEA

as represented by the

**DEPARTMENT OF INFORMATION AND COMMUNICATIONS
TECHNOLOGY**

- and -

**PAPUA NEW GUINEA DIGITAL INFORMATION
AND COMMUNICATIONS TECHNOLOGY CLUSTER INC.**

2023

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



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into on thisday of, 2023.

BETWEEN: THE INDEPENDENT STATE OF PAPUA NEW GUINEA through the Department of Information and Communications Technology (**Department of ICT**) of Tisa Ruma Building, Islander Drive Waigani, PO Box 784, Vision City, Port Moresby, National Capital District (hereinafter referred to as “**the State**”) of the First Part;

AND: PAPUA NEW GUINEA DIGITAL INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT) CLUSTER INC., PO Box 748, Waterfront, National Capital District (hereinafter referred to as the “**PNG Digital ICT Cluster**”) of the Second Part.

WHEREAS:

The State as represented by the Department of ICT and the PNG Digital ICT Cluster, hereinafter referred to individually as a “**Participant**” and collectively as “**the Participants**”;

RECOGNISING the Government of Papua New Guinea’s (**Government**) commitment towards embracing digital transformation through the adoption of digital technologies and tools to build Papua New Guinea’s digital economy and better serve the people of Papua New Guinea through public service delivery as well as recognising that the Government can successfully drive digital transformation through cooperation and collaboration with the ICT SMEs;

ACKNOWLEDGING that the Government has a strong commitment to adopt new methods of service provision, utilising advances in digital and open Government and in doing so, change the way the Government provides services, supporting growth and building the PNG digital economy;

SHARING the vision for a greater acceleration, integration and digital transformation of Papua New Guinea’s economy;

CONSIDERING the fundamental role of information and communication technologies as an enabler for socio-economic development; and

DESIRES to establish new benchmarks for cooperation in digital transformation in order to enhance economic opportunities.

WHEREAS, the **PNG Digital ICT Cluster** is a not-for-profit association established under the *Associations Incorporation Act 1966* and registered with the Investment Promotion Authority of Papua New Guinea (**IPA**) as the peak Industry body and Tech council, and having the technical expertise and knowledge that the Government needs to drive digital Government and digital economy agenda.

For the PNG Digital ICT Cluster to flourish and become mature to support the Government drive digital transformation, it must be supported by the Government, as the PNG Digital ICT Cluster has

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the premier goal to promote awareness and stimulate a business environment where technology provides important productivity and economic benefit for Papua New Guinea.

WHEREAS, the **Department of Information and Communications Technology**, a department of the public service established under the *Public Services (Management) Act 1995* responsible for the administration of the *Digital Government Act 2022*, and responsible for the coordination and implementation of the National ICT Policy 2008, the PNG Digital Transformation Policy 2020 and other related policy decisions of the National Executive Council;

PURSUANT to the prevailing laws, rules and regulations and national policies in force in Papua New Guinea;

HAVE REACHED the following **UNDERSTANDING**:

**CLAUSE 1
PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING**

The purpose of this Memorandum of Understanding (hereinafter referred to as "**MOU**") is to establish a framework for cooperation and collaboration between the Government, represented by the Department of ICT and the PNG Digital ICT Cluster to support the implementation of the Government's key policy objectives on 'digital government' and digital economy' as a whole.

**CLAUSE 2
OBJECTIVES OF THIS MOU**

1. This MOU intends to formally express the understanding and intentions of the Participants to promote closer mutual cooperation and consultation, and exchange of technical assistance to:
 - a. promote good governance and communities of practice, to help create communities of expertise across the Government and private sector to capitalise on the benefits of shared knowledge and the adoption of Digital Technology;
 - b. establish and operate the National ICT Incubation Center;
 - c. commit to developing and improving standards for information data and software, promoting interoperability and the development of solutions;
 - d. promote and encourage better digital services that are accessible and user friendly for public use; and
 - e. encourage and promote programs to build digital capacity and skills in the Government and Private Sector.

**CLAUSE 3
RESPONSIBILITIES OF THE DEPARTMENT OF ICT**

1. To achieve the objectives under **CLAUSE 2**, the Department of ICT intends to carry out the following activities under this MOU:
 - a. to develop relevant policies to quantify and support the collaboration;

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- b. facilitate cooperation and collaboration with the PNG Digital ICT Cluster to support the migration of whole of Government to a unified and integrated system through a quality controlled digital transformation program through the National ICT Incubation Center as a program;
- c. promote the PNG Digital ICT Cluster as the peak Industry body to support and deliver the National ICT Incubation Center and its programs;
- d. facilitate necessary infrastructure and services including electricity and internet connectivity for the National ICT Incubation Center and its programs;
- e. coordinate and facilitate with PNG Digital ICT Cluster and key stakeholders on strengthening of digital skills for Government, Private and Academia through an ICT Standard Skills Frameworks adoption for compliance and quality memberships;
- f. facilitate cooperation and collaboration with PNG Digital ICT Cluster to secure inclusive Digital Ecosystem for Government to Government (G2G), Government to Business (G2B) (Trade) and Government to Citizen (G2C) transactions;
- g. facilitate collaboration with PNG Digital ICT Cluster to build and connect valuable networks (global, regional and domestic) to drive Digital Transformation for Government and its public service workforce and human resources;
- h. facilitate cooperation and collaboration with PNG Digital ICT Cluster to integrate and Support Inclusive Digital ecosystem development programs including education and training that build local capacity and create awareness;
- i. monitor and measure ICT's overall contribution to GDP through the Government Digital Transformation program; and
- j. any other activities that are deemed necessary and as mutually agreed in writing by the Participants, to achieve the objectives of this MOU.

**CLAUSE 4
RESPONSIBILITIES OF THE PNG DIGITAL ICT CLUSTER**

- 1. To achieve the objectives under CLAUSE 2, the PNG Digital ICT Cluster is committed to carry out the following activities to:
 - a. participate in Government Digital Innovations and forums to address Digital transformation;
 - b. support the Government implement relevant policies and strategies on digital government and digital economy;
 - c. collaborate with the Government to support the migration of whole of Government to a unified and integrated system through a quality controlled digital transformation program and national incubation;
 - d. support the Government manage the National ICT Incubation Center and its programs;

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- e. support the Government build capacity and improve digital skills for Government, Private and Academia through an ICT Standard Skills Frameworks adoption for compliance and quality memberships;
- f. collaborate with the Government to build and connect valuable networks (global, regional and domestic) to drive Digital Transformation for Government and its public service workforce and human resources;
- g. to collaborate with Government to strengthen market position for the ICT sector and promote ICT SMEs for domestic and international; and
- h. any other activities that are deemed necessary, and as mutually agreed to in writing by the Participants, to achieve the objectives of this MOU.

**CLAUSE 5
AREAS OF COOPERATION**

1. For the purposes of this MOU and achieving the objectives under CLAUSE 2, the Participants will endeavour to cooperate in the following areas to:
 - a. jointly develop a Governance and Management Framework to guide the cooperation and collaboration between the Participants to undertake their respective responsibilities;
 - b. jointly decide on a case-by-case basis, how initiatives will be funded and resourced and undertaken by the Participants, their members or agents and representatives;
 - c. support Inclusive Digital Economy Development Programs including education and training that build local capacity; and
 - d. undertake other activities that are deemed necessary and as mutually agreed to in writing by the Participants on case by case, to achieve the objectives of this MOU.

**CLAUSE 6
IMPLEMENTATION AGREEMENTS**

The Participants will enter into separate Implementation Agreements to operationalise the areas of cooperation under this MOU.

**CLAUSE 7
TERMS AND CONDITIONS**

1. It is mutually understood and agreed by and between the Participants that:
 - a. Each Participant will take legal and financial responsibility for the actions of its respective employees, officers, agents, representatives and volunteers.
 - b. Each Participant agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or resulting from the indemnifying Participant's acts or omissions related to its participation under this MOU, and each Participant's acts or omissions related to its participation under this MOU, and each

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Participant shall bear the proportionate cost of any damages attributable to the fault of such Participant, its officers, agents, employees and independent contractors. It is the intention of the Participants that, where fault is determined to have been contributory, principles of comparative fault will be applied.

- c. Each Participant, at its sole cost and expense, will carry insurance or self-insurance to cover its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs or self-insurance, for general liability, workers' compensation and business vehicle liability adequate to cover liabilities hereunder.

CLAUSE 8 FUNDING

1. All individual activities outlined under CLAUSES 3 and 4 of this MOU will be subject to the availability of funds and other resources of the Participants.
2. The cost of cooperative activities under CLAUSE 5 of this MOU will be shared by the Participants in a manner to be mutually approved and agreed to in writing by both Participants.

CLAUSE 9 INTELLECTUAL PROPERTY RIGHTS

Should intellectual property rights arise out of, or in relation to any CLAUSE or activity under this MOU, the percentage and the allocation of ownership of these rights are to be determined on a case-by-case basis by the Participants, consistent with the applicable laws of Papua New Guinea.

CLAUSE 10 CONFIDENTIALITY

1. All information which is obtained or received by a Participant from the other Participant in connection with this MOU (hereinafter referred to as "**confidential information**"), regardless of whether such information is specifically marked as confidential, will be held in confidence and will be used exclusively for the purpose for which it was disclosed. The Participants will take all reasonable measures to ensure that confidential information is protected against loss and against unauthorised access, and that only authorised personnel have access to confidential information.
2. The Participants will not disclose confidential information to any third-party, unless:
 - a. the disclosure is to a Participant's respective officials' relevant stakeholders, including other Government agencies, industry, academia and public-private initiatives for the purposes of implementing this MOU or any cooperation project, program or activity as may be initiated or undertaken thereunder; or
 - b. the Participant has obtained prior written approval for such disclosure from the other Participant which has provided the confidential information, including where disclosure is required by the national law or competent authorities of the Participant.
3. The Participants confirm that neither Participant is to disclose nor distribute to any third-party, any information transmitted by one or the other Participant in the process of cooperative activities under this MOU, except as and to the extent authorised in writing to do so, by a Participant.

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**CLAUSE 11
LEGAL EFFECT**

1. Nothing in this MOU creates, or is intended to create, any legally enforceable rights or impose any legally binding obligations on the Participants under domestic law.
2. Nothing in this MOU is intended to restrict the Participants' ability to cooperate with each other or with any third-parties.

**CLAUSE 12
COMMUNICATION**

All communications regarding this MOU will be made through the heads of the respective Participants.

**CLAUSE 13
DISPUTE SETTLEMENT**

Any dispute or differences in the interpretation, application and implementation of this MOU will be resolved amicably through mutual consultation and or negotiations between the Participants.

**CLAUSE 14
REVIEW & AMENDMENT**

1. This MOU may be reviewed by the Participants on an annual basis from the date of signing of this MOU during the course of its duration unless mutually agreed otherwise by the Participants.
2. The Participants may amend or modify this MOU upon their mutual written consent.
3. 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.

**CLAUSE 15
COMMENCEMENT, DURATION AND TERMINATION**

1. This MOU will come into effect on the date of signature by the Participants and will remain in effect for a period of five (5) years.
2. This MOU may be terminated at any time by mutual understanding of the Participants, or shall automatically terminate upon completion of all cooperative activities as stated herein, unless otherwise amended.
3. The termination of this MOU will not affect any existing projects or any cooperative activity under this MOU which is in progress at the time of termination, unless the Participants mutually decide otherwise in writing.

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IN WITNESS WHEREOF, the Participants hereto have caused this MOU to be executed in triplicate by their duly authorised representatives respectively as of the date herein below indicated:

Signed for and on behalf of the
**Independent State of Papua
New Guinea** by the
**Department of Information and
Communications Technology** of
by:

Signed for and on behalf of the
Papua New Guinea Digital ICT Cluster Inc.
by:



STEVEN MATAINAHO
Secretary
Papua New Guinea Department of
Information & Communications
Technology

Date: 25 / 05 / 2023



WINIFRED KULA
President
The Papua New Guinea Digital
ICT Cluster Inc.
PO Box 728, Waterfront, NCD

Date: 23 / 05 / 2023

In the presence of:



Signature of Witness



Signature of Witness

Minister ICT

Designation

SECRETARY

Designation

Hon. Timothy Masiu, MP

Name of Witness

LEONARD WANUSIM

Name of Witness

Date: 23 / 05 / 2023

Date: 23 / 05 / 23

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