



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE INDEPENDENT STATE OF PAPUA NEW GUINEA
THROUGH THE DEPARTMENT OF INFORMATION AND
COMMUNICATION TECHNOLOGY**

AND



THE PAPUA NEW GUINEA UNIVERSITY OF TECHNOLOGY

FOR

**THE DOMAIN NAME SERVICES, DIGITAL SKILLS, DIGITAL
TRANSFORMATION CENTRE COOPERATION**

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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
BETWEEN THE INDEPENDENT STATE OF PAPUA NEW GUINEA AS REPRESENTED BY
THE DEPARTMENT OF INFORMATION AND COMMUNICATION TECHNOLOGY AND THE
PAPUA NEW GUINEA UNIVERSITY OF TECHNOLOGY ON
THE DOMAIN NAME SERVICES, DIGITAL SKILLS, DIGITAL TRANSFORMATION CENTRE
COOPERATION**

The Independent State of Papua New Guinea as represented by the Department of Information and Communication Technology (hereinafter referred to as “**the State**”) and the Papua New Guinea University of Technology (hereinafter referred to as “**PNG Unitech**”) (hereinafter referred to individually as a “**Participant**” and collectively as “**the Participants**”);

RECOGNISING the importance of the depth and strength of the Participants' close relationship;

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;

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

WHEREAS, the Papua New Guinea University of Technology is a national tertiary institution established under the *Papua New Guinea University of Technology Act 1986*;

WHEREAS, the Department of Information and Communication 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:

**ARTICLE 1
PURPOSE AND OBJECTIVES**

1. This Memorandum of Understanding (hereinafter referred to as “**MOU**”) intends to formally express the understanding and intentions of the Participants to promote closer mutual cooperation and consultation, and exchange of technical assistance in the:
 - a. Exchange of information to demarcate the responsibilities between the Participants, pertaining to the management of the Domain Name Services (hereinafter referred to as “**the DNS**”);
 - b. Promotion of digital skills through curriculum support of the Department of Information Technology of PNG Unitech;
 - c. Establishment and promotion of an industry internship program with the Department of Information Technology of PNG Unitech;

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- d. Promotion of the Digital Transformation Centre at PNG Unitech; and
- e. Establishment of a Technical Working Group to implement the purpose and objectives of this MOU.

**ARTICLE 2
AREAS OF COOPERATION**

1. For the purposes of this MOU, the Participants will endeavour to cooperate in the following areas of cooperation, consistent with the laws, rules, regulations and national policies in force in Papua New Guinea:
 - a. Matters concerning the digital economy, with Participants encouraging their experts, policy-makers, researchers and academics in respective areas to engage in this cooperation;
 - b. On the important responsibilities related to the DNS project technical management and enforcement of the DNS standards relating to each Participant's respective duties;
 - c. Jointly design, develop and test the mechanisms, method, procedures and the steps necessary to transition management responsibility for the possibility of a semi-private arrangement of the **.gov.pg** DNS for growth and capitalisation;
 - d. Assistance and collaboration in promoting and marketing the **.com.pg** domain in partnership with the Papua New Guinea Investment Promotion Authority;
 - e. Assistance and collaboration in promoting and marketing a newly established **.edu.pg** domain for registered Educational Training Institutions for both Government and permitted schools in Papua New Guinea;
 - f. Collaborating in partnership for maximising the existing International Telecommunication Union- established 'Digital Transformation Centre' at PNG Unitech and expand the scope of the cooperation between the Participants on matters concerning the Digital Transformation Centre;
 - g. Collaborating on internship programs for PNG Unitech graduates and students undergoing practical components of studies in the areas of information communication technologies at agencies under the Ministry of Information and Communication Technology, namely DICT, National and Information and Communications Technology Authority and the National Broadcasting Corporation;
 - h. Reviewing of skills and graduate attributes and establish a new and ambitious ICT curriculum at PNG Unitech that will support the growth of the digital economy in Papua New Guinea;
 - i. To facilitate greater research links between the Participants; and
 - j. In any other areas or activities necessary for the achievement of the purpose and objectives of this MOU.

**ARTICLE 3
TECHNICAL WORKING GROUP**

1. To ensure implementation of this MOU, in particular the areas of cooperation set out under Article 2, the Participants will establish a Technical Working Group (hereinafter referred to as the "TWG"), composed of designated representatives from both Participants, to identify and develop plans and facilitate activities and programs for the purpose of:

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- a. Technical management and enforcement of the DNS standards and DNS projects;
 - b. Design, develop and test the mechanisms, methods, procedures and the steps necessary to transition the management responsibility for the possibility of a semi-private arrangement of the .gov.pg DNS Entity for growth and capitalisation;
 - c. Maximising the use of the existing 'Digital Transformation Centre' at PNG Unitech;
 - d. Reviewing of skills and graduates' attributes and establish a new and ambitious ICT curriculum for the Department of IT at PNG Unitech that will support the growth of the digital economy; and
 - e. Any other areas of cooperation as may be mutual agreed upon in writing by the Participants.
2. The composition of the TWG and identification of key deliverables for the TWG will be identified and approved by the Participants before each meeting of the TWG.
 3. The Participants through the TWG will be responsible for implementing the areas of cooperation as set out in Article 2 of this MOU. The TWG may hold consultations to identify and define activities under Article 2, review activities in progress or discuss matters related to such activities.
 4. Designated representatives of each Participant will be responsible for seeking any required approval for the conduct of specific cooperative activities from each Participant.
 5. Where necessary, and by mutual consent of the Participants in writing, the TWG may hold working meetings in a location and at a mutually approved time.

ARTICLE 4 IMPLEMENTATION AGREEMENTS

1. The Participants will enter into separate Implementation Agreements to operationalise the areas of cooperation under this MOU, for cooperation with:
 - a. Government and private stakeholders whose functions are related to capacity building of the public service workforce and the management of the public service (such as the Papua New Guinea Department of Personnel Management);
 - b. Development partners in the area of Information and Communication Technology such as the United Nations International Telecommunication Union; and Government offices/agencies responsible for services which impact functions under the PNG Unitech, such as the Papua New Guinea Investment Promotion Authority and the National identification Project; and
 - c. Government agencies under the Ministry of ICT, such as the DICT, National Information and Communications Technology Authority and the National Broadcasting Corporation.

ARTICLE 5 FUNDING

1. All activities for the areas of cooperation under Article 2 of this MOU will be subject to the availability of funds and other resources of the Participants.
2. The cost of cooperative activities will be shared by the Participants in a manner to be mutually approved and agreed to in writing by both Participants.

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**ARTICLE 6
INTELLECTUAL PROPERTY RIGHTS**

Should intellectual property rights arise out of, or in relation to any Article 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.

**ARTICLE 7
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; or
 - c. 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.

**ARTICLE 8
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.

**ARTICLE 9
COMMUNICATION**

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

**ARTICLE 10
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.

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**ARTICLE 11
REVIEW & AMENDMENT**

1. This MOU may be reviewed by the Participants on an annual basis 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.

**ARTICLE 12
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 three (3) years.
2. This MOU may be terminated at any time by mutual understanding of the Participants, and 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.

IN WITNESS WHEREOF, the Participants hereto have caused this MOU to be executed in duplicate by their duly authorised representatives respectively as of the date herein below indicated at PNG UNITECH, Lae Morobe Province.

Signed for and on behalf of
**The Independent State of
Papua New Guinea** as represented
by the **Department of Information and
Communication Technology** of
Papua New Guinea by:

Signed for and on behalf of the **Papua New
Guinea University of Technology** by:


Steven Matainaho
Secretary

Papua New Guinea Department of
Information & Communication
Technology

Date: 11.11.2022


Dr. Ora Renagi, OL
Vice - Chancellor
The Papua New Guinea University of
Technology

Date: 11.11.22

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