



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL RESEARCH INSTITUTE
AND
THE DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY.**

This Memorandum of Understanding ("the MOU") is entered into by and between:

The National Research Institute ("the PNGNRI"), a publicly-funded policy think-tank in Papua New Guinea mandated by legislation to carry out independent research and analysis on development issues affecting Papua New Guinea with its registered address at Cnr Goro- Kaeaga & Waigani Drive P.O Box 5854, Port Moresby, National Capital District;

AND:

The Department of Information and Communication Technology ("the DICT"), a State Department that has policy and coordination oversight on the Information and Communication Technology sector and is responsible for facilitating digital transformation across all of Papua New Guinea, with its registered address at Level 2, Tisa Ruma, Hohola (Islander Drive), P.O Box 784, Vision City Port Moresby, National Capital District;

(hereafter individually referred to as a "Participant" and collectively referred to as "Participants").

WHEREAS PNGNRI is established under the *National Research Institute Act 1993* to promote and undertake research into the social, political and economic problems of Papua New Guinea in order to enable the formulation of practical solutions to address these problems; and

WHEREAS DICT is mandated through the *Digital Government Act 2022* to provide for digital government through the use of information and communication technologies; and enable the streamlining, planning, coordination, developing and implementation across the whole of government of digital services, digital infrastructure, digital skills and all other aspects of digital government; and

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WHEREAS the PNGNRI's research focus has six programs: culture and society, economic policy, education, national security and international relations, politics and governance and sustainable land development program; and

WHEREAS the DICT's research and training focus areas are: staff capacity building through research studies; staff secondment for research purpose in the areas of ICT; research on ICT impacts on social and economic development; collection and sharing of data and statistics relevant to the ICT space; and developing policy papers based on informative statistics and facts acquired through research; and

PURSUANT to the prevailing laws of Papua New Guinea,
the Participants have reached the following understanding:

Paragraph 1- Objectives.

Under this MOU, the Participants intend to:

- (1) establish a framework for mutual collaboration to support the extension and strengthening of research exchange and teaching co-operation for their institutions, and for the general benefit of Papua New Guinea (PNG);
- (2) express their future intention to create a relationship between the institutions for academic and research purposes; and
- (3) cost share resources, expertise and information during the tenure of this program.

Paragraph 2- Cooperative activities.

- (1) The Participants will collaborate through specific activities mutually determined in writing between them, including on information and communication technologies, research, developing policy papers on fourth Industrial Revolution (4IR) and other areas of mutual benefit and agreement.
- (2) Details of collaborations under this MOU, including the terms of cooperation for each specific activity, will be negotiated and mutually determined in writing by the Participants under separate implementation agreements and included as appendices to this MOU.
- (3) Participants may share information with each other on a reciprocal basis for research undertaken for the activities under this MOU or any of its appendices, including on ICT and Cybersecurity with the emphasis on influencing policy outcomes on good governance.
- (4) The Participants may facilitate future activities in areas of mutual interest including joint academic research projects and organizing conferences, symposia, workshops and lectures.



Paragraph 3- Budget.

- (1) The budget for any activity under this MOU will be mutually decided upon by the Participants on a case-by-case basis, subject to funding availability and the terms and conditions of that funding.
- (2) The specific financial conditions and payments for an activity will be contained in the specific agreement for the particular activity or project.

Paragraph 4- Intellectual Property.

The publications, documents and pedagogical tools exchanged remain the exclusive property of the Participant that created them. Intellectual property relative to common activities will be subject to specific agreements. The publications, documents and pedagogical tools will be carbon copied by creative common license.

Paragraph 5- Confidentiality of information.

The Participants may disclose certain confidential information to the other in relation to any future proposal made under this MOU. Each Participant understands that the contents of this MOU and the negotiations in relation to any future proposal remain strictly confidential and each Participant hereby endeavors not to disclose the same to any third Party, including professional advisers, without the prior written consent of the other Participant, except where such disclosure is required by law (including, without limitation, under applicable freedom of information legislation).

Paragraph 6- Non-binding.

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, and will not give rise to any legal process and will not be deemed to constitute or create legally binding or enforceable rights or obligations.

Paragraph 7- Dispute resolution.

If there are any disputes between the Participants concerning this MOU, the Participants will endeavor to amicably resolve the dispute through consultation.

Paragraph 8- Liaison Officers.

Each Participant will designate a Liaison Officer to develop and co-ordinate the specific activities agreed upon. The initial appointments are as follow



For PNGNRI:

Dr. Olugbenga Ige

Program Leader

National Security and International
Relations Research Program

For DICT:

Ms. Tessie Leva

Acting Executive Manager

Infrastructures, Investment and
Partnership Division

Paragraph 9- Entry into force, renewal, amendment and termination.

- (1) This MOU becomes effective on the date of signature of the last Participant to sign. It will be renewed every five years, without change on that date, unless one Participant gives notice in writing six months in advance.
- (2) The MOU may be amended at any time in writing by the written agreement of the Participants. The Participant intending to amend this MOU will provide the other with a written notice of the nature of the amendment. Any mutually agreed amendment will not affect current programs, until the completion of said programs, unless agreed otherwise in writing between the institutions.
- (3) This MOU may be terminated by either of the Participants at any time, provided the Participant intending to terminate the MOU gives notice in writing, six months in advance, to the other Participant.
- (4) Termination of the MOU will not affect current programs, until the completion of said programs, unless agreed otherwise in writing between the Participants.



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Signed for and on behalf of NRI by:




Dr. Osborne Sanida
Director



Date: 28/02/24

Witness:



Associate Professor Eugene Ezebilo, PhD
Deputy Director, Research Division

Date: 28-02-2024

Signed for and on behalf of the DICT by:



Mr Steven Matainaho,
Secretary

Date: 28/02/24

Witness:



Russell Woruba

Deputy Secretary (Digital Government and Information Delivery)

Date: 28/02/24

APPENDIX: NATURE OF THE COLLABORATION BETWEEN PNGNRI AND DICT
Insert Appendix as applicable