

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE MINISTRY OF INDUSTRY AND INFORMATION TECHNOLOGY OF THE
PEOPLES' REPUBLIC OF CHINA
AND
THE MINISTRY OF INFORMATION AND COMMUNICATION TECHNOLOGY
OF THE INDEPENDENT STATE OF PAPUA NEW GUINEA
ON COOPERATION IN THE FIELD OF INFORMATION AND
COMMUNICATION TECHNOLOGIES

The Ministry of Industry and Information Technology of the People's Republic of China and the Ministry of Information and Communication Technology of the Independent State of Papua New Guinea (hereinafter referred to singularly as 'the Participant' and collectively as 'the Participants');

DESIRING to further develop and strengthen the existing friendly relations and cooperation between the two Participants through the exchange of views on issues of mutual interest;

DETERMINED to further develop and enhance information and communication technologies (ICT) capacity and capabilities of the Participants through mutual cooperation and capacity building in the field of ICT in general;

CONSIDERING the important role that ICT in general plays in economic and social advancement and in fostering closer mutual cooperation and relations at bilateral, regional and international levels;

HAVING REACHED an understanding as follows:

PARAGRAPH 1

OBJECTIVES

1. The objectives of this Memorandum of Understanding (MOU) are to:-
 - 1.1. Provide a framework for consultation and exchange of views on bilateral, regional and international issues of mutual interest;
 - 1.2. Provide a framework for development cooperation assistance between both Participants in the field of ICT in general;
 - 1.3. Provide a framework to further enhance, develop, improve and/or upgrade the capabilities and capacities of the ICT sectors in Papua New Guinea;
 - 1.4. Create conditions for maintaining regular contacts and cooperation between the ICT agencies and entities and/or users of the Participants.

PARAGRAPH 2

AREAS OF COOPERATION

2. The areas of cooperation under this MOU comprise of: -
 - 2.1. exchange of information on ICT, digital transformation, digital government, artificial intelligence, Internet of Things, cloud computing, blockchain, cybersecurity, smart cities, 5G technology, and big data including relevant development programs, experiences, training methods, policies, regulations and/or other related development programs of mutual interest relating to ICT;
 - 2.2. enhancing bilateral exchange and cooperation in the field of software, encouraging Chinese leading enterprises to issue multilingual versions of Chinese software, and embedding it into Chinese major equipment, to provide Papua New Guinea with software and hardware support in digital infrastructure; exploring the establishment of a mechanism of bilateral cooperation in open

source, and promoting open source foundations and communities to strengthen international communication and cooperation, deepen mutual recognition of open source licenses, jointly build premium open source projects, and deliver open source outcomes;

- 2.3. exchange of ICT information through media and any other channels in areas of mutual interest;
- 2.4. organizing consultative meetings, conferences or symposia on issues of ICT development;
- 2.5. providing technical assistance in human resource development through:
 - 2.5.1. the provision of technical advisers and experts to help develop manpower capabilities and capacities of the officials, organizations, researchers and technicians; and
 - 2.5.2. development of training programs; and
- 2.6. cooperation between ICT enterprises and private companies of both Participants in the field of ICT, digital transformation, digital government, artificial intelligence, Internet of Things, cloud computing, blockchain, and big data;
- 2.7. undertaking exchange program on areas of mutual benefit to each Participant which are not limited to officials or students to participate in training and/or courses in ICT, cultural programs, political and economic programs as well as linguistic skills at the Participant's respective institutions or agreed educational institutions;
- 2.8. any other cooperative activities that may be mutually beneficial to Participants and not limited to ICT, digital transformation, digital government, artificial intelligence, Internet of Things, cloud computing, blockchain, and cybersecurity.

PARAGRAPH 3

IMPLEMENTING AGENCIES

The Ministry of Industry and Information Technology of the People's Republic of China appoints the International Cooperation Department of the Ministry of Industry and Information Technology of the People's Republic of China as the Chinese implementing agency of this MOU, and the Department of Information and Communications Technology of the Independent State of Papua New Guinea is Papua New Guinea's implementing agency of this MOU.

PARAGRAPH 4

IMPLEMENTATION ARRANGEMENT

For the purpose of the implementation of this MOU, the Participants will negotiate to decide on the technical modalities of proposed activities in each area of cooperation as referred to in Paragraph 2.

PARAGRAPH 5

FINANCIAL ARRANGEMENT

- 5.1. The financial arrangements of the activities made under this MOU are determined by the Participants on a case-by-case basis for their implementation.
- 5.2. The Participants will finance the activities referred to in this MOU with the assigned resources in their respective budgets subject to availability of such resources and in compliance with their respective national laws and regulations.

PARAGRAPH 6

THIRD-PARTY PARTICIPATION

- 6.1. Nither Participant, without prior consent of the other Participant, may invite a third-party in the cooperative activities carried out under this MOU of the other Participant.
- 6.2. In carrying out such cooperative activities, the Participants will ensure that the third-party complies with the provisions of this MOU.

PARAGRAPH 7

INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Participants will ensure that any intellectual property rights which may arise out of the implementation of this MOU, be governed in accordance with the Participant's national legislations and the international legal instruments to which the Participants are party to.
- 7.2. If either Participant wishes to disclose confidential data and/or information resulting from the cooperative activities under this MOU, it must obtain prior consent from the other Participant before such disclosure can be made.

PARAGRAPH 8

LIMITATION OF PERSONNEL ACTIVITIES

Each Participant will ensure that all personnel engaged in the activities under this MOU do not participate in any commercial ventures in the host Participant's country, and are to act within the framework of activities of cooperation under this MOU.

PARAGRAPH 9

CONFIDENTIALITY

- 9.1. Each Participant undertakes to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Participant during the period of the implementation of this Memorandum or any other Agreement made pursuant to this Memorandum.
- 9.2. Both Participants agree that this Paragraph will continue to operate notwithstanding the termination of this Memorandum.

PARAGRAPH 10

AMENDMENT

This MOU may be reviewed or amended at any time by the mutual written consent of the Participants. Such revisions or amendments will become effective following the exchange of notes and upon such dates as may be determined by the Participants. These amendments will form an integral part of this MOU.

PARAGRAPH 11

SETTLEMENT OF DISPUTES

Any difference or dispute that may arise concerning the interpretation and/or implementation and/or application of any of the provision of this MOU will be settled amicably through mutual consultation.

PARAGRAPH 12

ENTRY INTO FORCE, DURATION AND TERMINATION

- 12.1. This MOU will enter into operation on the date of its signing.
- 12.2. This MOU will remain effective for a period of three (3) years and automatically be extended for one (1) year consecutively,

unless one Participant notifies the other about the termination of this MOU by giving written notification at least three (3) months prior to the date of expiration of this MOU.

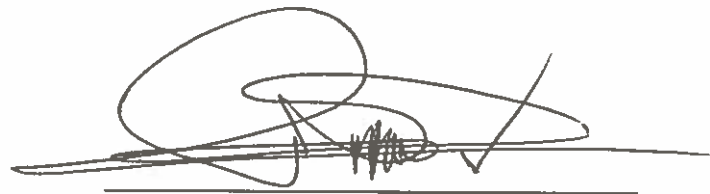
12.3. The termination of this MOU will not affect the implementation of any ongoing programs, projects or arrangements made under this MOU until the completion of such programs, projects or arrangements, at the time of the notification or such termination or unless the Participants agree otherwise.

IN WITNESS WHEREOF, the undersigned, have signed this MOU.

Done at *Port Moresby* on this *20th* day of *April* in the year Two Thousand and Twenty-Four, in duplicate, in English and the Standard Chinese languages, all texts being actually authentic. In case of any divergence of interpretation, the English text will prevail.

**FOR THE MINISTRY OF INDUSTRY
AND INFORMATION TECHNOLOGY
OF THE PEOPLE'S REPUBLIC OF
CHINA**

**FOR THE MINISTRY OF INFORMATION
AND COMMUNICATION TECHNOLOGY
OF THE INDEPENDENT STATE OF
PAPUA NEW GUINEA**



中华人民共和国工业和信息化部与 巴布亚新几内亚独立国信息和通信技术部 关于信息通信技术领域合作的谅解备忘录

中华人民共和国工业和信息化部与巴布亚新几内亚独立国信息和通信技术部（以下简称“双方”）；

希望通过就共同关心的问题交换意见，进一步发展和加强双方现有的友好合作关系；

决心在信息通信技术领域开展相互合作和能力建设，进一步发展和加强双方在信息通信技术领域的能力；

考虑到信息通信技术在推动经济和社会进步、促进双边、区域和国际社会密切合作和伙伴关系方面的重要作用；

达成如下谅解：

第一条 合作目标

本谅解备忘录（以下简称“本备忘录”）旨在：

（一）就双方共同关心的双边、区域和国际问题提供沟通协商和意见交换的平台。

（二）为双方在一般信息通信技术领域的发展合作援助提供平台。

（三）为进一步增强、发展、改善和（或）提升

巴布亚新几内亚信息和通信技术部门的能力提供平台。

(四) 为信息通信技术机构和实体和(或)双方用户之间保持联系和开展合作创造条件。

第二条 合作范围

本备忘录下的合作范围包括：

(一) 信息通信技术、数字化转型、数字政府、人工智能、物联网、云计算、区块链、网络安全、智慧城市、5G技术、大数据等领域的信息交流，包括相关发展计划、经验、培训方法、政策、法规和(或)其他双方感兴趣的信息通信技术相关发展计划。

(二) 加强中巴新软件领域交流合作，鼓励中方龙头企业发行国产软件多语种版本，搭载国内重大装备，为巴方数字基础设施建设提供软硬件支持；探索建立中巴新开源合作机制，推动开源基金会、开源社区加强国际交流合作，深化开源协议互认，共同打造优质开源项目，落地开源成果。

(三) 在双方感兴趣的领域通过媒体等渠道开展通信技术相关信息交流。

(四) 就信息通信技术发展问题组织召开协商会、大会或研讨会。

(五) 通过以下方式提供人力资源开发方面的技

术援助：

1.指派技术顾问和专家支持人力资源开发以及政府官员、组织、研究人员和技术人员的能力建设。

2.开发培训项目。

（六）双方信息通信技术企业和私营公司在信息通信技术、数字化转型、数字政府、人工智能、物联网、云计算、区块链、大数据领域开展合作。

（七）在互利合作领域开展交流项目，项目参与人员在各自单位或指定教育机构参加信息通信技术、文化项目、政治和经济项目以及语言技能方面的培训和（或）课程，人员范围不仅限于政府官员或学生。

（八）任何其他可能的互利合作活动，不限于信息通信技术、数字化转型、数字化政府、人工智能、物联网、云计算、区块链和网络安全等。

第三条 执行机构

中华人民共和国工业和信息化部指定中华人民共和国工业和信息化部国际合作司为本备忘录的中方执行机构，巴布亚新几内亚独立国信息和通信技术部为本备忘录的巴新方执行机构。

第四条 工作安排

为实现本备忘录的目标，双方将磋商决定第二条

所述各合作领域拟议活动的具体方式。

第五条 财务安排

一、对于根据本备忘录开展的活动，双方可根据具体情况确定财务安排。

二、双方应在有关资源可用且符合各自国家法律法规的前提下，按照预算内指定资源对本备忘录中提及的活动提供资金支持。

第六条 第三方参与

一、未经另一方事先同意，任何一方不可邀请第三方参与另一方根据本备忘录开展的合作活动。

二、在开展相关合作活动时，双方应确保第三方遵守本备忘录有关规定。

第七条 知识产权

一、双方将确保在执行本备忘录过程中可能产生的任何知识产权受一方国家立法及其加入的国际法律文书的管辖。

二、若一方需披露本备忘录项下合作活动产生的机密数据和（或）信息，披露之前须事先获得另一方同意。

第八条 工作人员活动限制

双方应确保参与本备忘录项下活动的所有人员不参与主办一方国家的任何商业活动，并在本备忘录项下的合作活动框架内开展活动。

第九条 保密要求

一、在本备忘录或根据本备忘录达成的任何其他协议的执行期间，对于从另一方处收到或向其提供的文件、信息和其他数据，一方承诺遵守有关保密要求。

二、双方同意，本备忘录终止后本条仍有效。

第十条 修订

经双方书面同意，本备忘录可随时进行更改或修订。修订内容须交换照会方可生效，生效日期由双方确定。修订文本纳入本备忘录。

第十一条 纠纷解决

对于本备忘录任何条款的解释和(或)实施和(或)应用可能产生的任何分歧或争议，将通过双方友好协商予以解决。

第十二条 生效、时长及终止

一、本备忘录于签署之日起生效。

二、本备忘录有效期为3年，自动延长1年，除非一方在本备忘录到期日前提前至少3个月书面通知另一方终止本备忘录。

三、除非双方另有约定，本备忘录的终止不会对正在进行的计划、项目或安排产生影响，直至其在通知或终止时完成。

双方鉴于以上内容签署此备忘录。

此备忘录于二〇二四年四月二十日签订，一式两份，英文及中文文本均具备同等效力。如对文本解释出现任何分歧，以英文文本为准。

中华人民共和国
工业和信息化部
代表



巴布亚新几内亚独立国
信息和通信技术部
代表

