



INDEPENDENT STATE OF PAPUA NEW GUINEA

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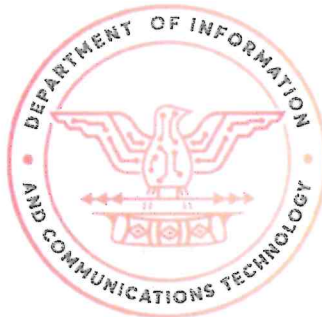
**A MEMORANDUM OF UNDERSTANDING**

**BETWEEN:**



**NATIONAL HOUSING CORPORATION  
("NHC")**

**AND:**



**DEPARTMENT OF INFORMATION & COMMUNICATIONS TECHNOLOGY  
("DICT")**

**For the provision of Housing Services at the Duran Farm Housing Project –  
Portion 528**

STATE SOLICITOR  
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 to be effective on the 28 day of August 2024

### BETWEEN:

**THE NATIONAL HOUSING CORPORATION** of PO BOX 1550, BOROKO, NATIONAL CAPITAL DISTRICT, (herein referred to as "NHC") of the First Part;

### AND:

**THE INDEPENDENT STATE OF PAPUA NEW GUINEA** as represented by **DEPARTMENT OF INFORMATION & COMMUNICATIONS TECHNOLOGY** of Level 1, Tisa Ruma, Hohola (Islander Drive), P O Box 784, VISION CITY, NATIONAL CAPITAL DISTRICT, (herein referred to as "DICT") of the Second Part.

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

### 1. RECITALS

- 1.1 NHC is the statutory authority created under an Act of Parliament known as the *National Housing Corporation Act 1990*. NHC is responsible for all housing matters in Papua New Guinea by providing adequate and suitable housing to eligible persons and implementing such other functions or Policy Directives issued by the National Executive Council or Minister concerned.
- 1.2 DICT is a public service department created under the auspices of the *Public Service (Management) Act 1995*. DICT is mandated through the *Digital Government Act 2022* to provide for digital governance through the use of information and communications technologies, with the aim to enable the streamlining, planning, coordinating, developing and implementation of digital services, digital infrastructure, digital skills and all other aspects of digital governance across the whole of government.
- 1.3 The Participants intend to collaborate in the implementation of the provisions of this MoU in line with the Government Policies on Housing and related Policy Directives set by the National Government.
- 1.4 Through this MoU the Participants intend to set the foundation for a separate Memorandum of Agreement (**MoA**) to be executed for purposes of the provision of housing services by NHC to DICT.

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## 2. PURPOSE AND AUTHORITY

- 2.1 This MoU is specifically designed to make provisions for the implementation of the *PNG Vision 2050* and *Five Pillars of Government* on areas of public housing in PNG and to implement such other Policy Directives concerning housing matters in the country.
- 2.2 NHC is expected to collaborate with DICT to develop the Duran Farm (Portion 528) Housing Project in accordance with this MoU.
- 2.3 This MoU is intended to specifically identify the scope of services to be provided, establish decision-making parameters, delineate title and ownership and create an understanding as to financial and human resources that are required for the provision of services under this MoU.
- 2.4 This MoU is intended to set the understanding between the Participants concerning the allocation of allotments from the Project Site by NHC to DICT.
- 2.5 NHC should, in consultation with DICT, establish or implement DICT's Housing Policy, with the necessary capacity to administer the allocation, construction and building of residential homes for the staff of DICT in accordance with this MoU.

## 3. DEFINITION

- 3.1 In this Memorandum, unless the contents otherwise require:

**"Act"** means the *National Housing Corporation Act* 1990 or otherwise as expressly provided.

**"Candidate"** means an interested employee of DICT who is eligible to participate in this Project.

**"Functions and Powers"** means the functions and powers referred to in the schedule at the back of this MoU.

**"MoU"** means this Memorandum of Understanding.

**"Minister"** means the Minister for Housing and Urban Development, or a Minister expressly stated in this MoU.

**"Project"** means the collective activities the Participants aim to establish under this MOU.

**"Project Site"** means the Duran Farm Housing Project located on Portion 528.

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#### 4. PARTICIPANT ACTIVITIES

- 4.1 NHC is expected to offer allotments at the Project site to DICT and perform the following:
- 4.1.1 Establish a Project Management Unit which should take full responsibility and interest of the Project; and
  - 4.1.2 Observe and uphold the requirements of NHC and refrain from usurping any powers from the Corporation which are not provided for by this MoU; and
  - 4.1.3 Upon satisfaction of Clause 4.1.4 by DICT, ensure that the total approved number of Candidates who are eligible to benefit under this Project are processed. Simultaneously, ONE HUNDRED (100) allotments are to be set aside and made available to DICT for its Staff Home Ownership Scheme; and
  - 4.1.4 Ensure that the "Application Checklist" referred to in the Schedule is duly completed by the respective Candidate of DICT and approved by an appointed person of authority for such matters. The application should be immediately forwarded to the Project Management Unit of NHC for processing and vetting; and
  - 4.1.5 Reserve the discretion to decline or reject the Application of any individual Candidate from DICT, if upon NHC's inquiry it is discovered that the Candidate has failed to provide accurate information or if the information provided was false or misleading; and
  - 4.1.6 In accordance with Clause 4.1.5, change or vary the final figure for eligible Candidates of DICT and such other consequential changes relating to the same; and
  - 4.1.7 Except by special arrangement or an exceptional circumstance agreed to by the Participants, NHC is expected to cause to be erected on the specific number of allotments allocated to the DICT, the specific number of residential homes for its Staff Home Ownership Scheme; and
  - 4.1.8 Ensure that, in consultation with the approved contractors for the Project, all necessary approvals, conditions, criteria, grants or requirements from government and city authorities or public service departments should be complied with for purposes of delivering this Project; and
  - 4.1.9 In coordination with the approved contractors for the Project, ensure that basic amenities such as roads, water supply and electricity services are established on the Project Site.

4.2 DICT is expected to:

- 4.2.1 Delegate the DICT Senior Management Team Staff Home Ownership Scheme Committee's Chair or the Chair's delegate to be responsible for liaising with NHC's Project Management Unit regarding this Project; and
- 4.2.2 ensure that the appropriate information or Applications regarding this Project is made available to its employees regarding this Project after DICT SMT approval; and
- 4.2.3 take necessary steps to ensure that the implementation of the Project is aligned with National Plans and Strategies of the National Government regarding housing matters; and
- 4.2.4 take necessary steps to comply further with NHC's Land House Package regarding this Project; and
- 4.2.5 take necessary steps to comply with other governing legislation including the *Public Finances (Management) Act 1995* and *Public Services (Management) Act 1995*; and
- 4.2.6 ensure that suitable arrangements are made between DICT and eligible employees for the upfront settlement of the equity component to NHC, to enable NHC to allocate the specific number of allotments.

**5. ADMINISTRATION OF FUNCTIONS IN THE BEST INTEREST OF THE PARTICIPANTS**

- 5.1 Participants are expected to ensure that their respective functions under this MoU are administered in the best interest of the Government and the people of Papua New Guinea regarding housing matters.
- 5.2 In the event that any function is totally abused, mismanaged and corrupted by either Participant or by a Participant's appointed agent, then that function should be reviewed and made known by way of formal notices through the communication channels provided within this MOU.

**6. ADMINISTRATION OF COST OF THE HOUSING SCHEME**

- 6.1 NHC is expected to be responsible for fixing the appropriate fees or equity amount for the Project.
- 6.2 After payment of full fees or total equity amount by DICT, NHC is expected to allocate the specific number of allotments to DICT, and should cause the same number of residential homes to be built in accordance with the terms of this MoU

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- 6.3 Participants are expected to consult on a decision to vary, increase or decrease the total number of allotments for DICT based on the advice of the Project Management Unit. A variation in the number of allotments will have a direct effect on the number of allocated residential homes.
- 6.4 NHC may cause to give away a surplus number of allotments if DICT does not fully utilize the ONE HUNDRED (100) allotments.

## **7. COOPERATIVE ACTIVITIES**

### **7.1 Participants should ensure:**

- 7.1.1 That any notice, request or consent in relations to functions and operations of this MoU required or permitted to be given or made should be in writing; and
- 7.1.2 That any such notice, request or consent required should be deemed to have been given or made when delivered in person or sent by e-mail to the specified address, specified in this MoU; and
- 7.1.3 That any charges from time to time should be determined on a case-by-case basis, upon mutual understanding between the Participants; and
- 7.1.4 To accept and implement certain policy and development not mentioned in this Memorandum, but serve the objectives of this MoU; and
- 7.1.5 To take necessary steps to comply with the requirements of the functions and powers under this Memorandum; and
- 7.1.6 To have regular consultations with a view of ensuring a smooth implementation of this Memorandum; and
- 7.1.7 To carry out activities for the establishment and erection of the project without undue influence and pressure of the public service machinery from both Participants.

## **8. CONFIDENTIALITY**

- 8.1 Either Participants should not, during the five-year term of this MoU or at any time afterwards, disclose to any person any Confidential Information except in the proper performance of this MoU and then only with prior written consent of the other Participant.
- 8.2 Participants may use or disclose any part of the Confidential Information that has been published or otherwise becomes known to the public at large but not by reason of any breach by the Participant of their obligations under this MoU.

## **9. PROPRIETARY INFORMATION**

- 9.1 Both Participants anticipate that it may be necessary to provide access to information of a proprietary nature to each other. Information that is proprietary or copyrighted should be clearly identified and labeled as such by the originating Participant at the time of disclosure.
- 9.2 Each Participant is expected to hold proprietary information received confidential in the same manner as it holds its own proprietary information of like kind.

## **10. BUDGET**

- 10.1 The budget for any activity under this MOU is expected to 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.
- 10.2 The specific financial conditions and payments for this Project are intended to be contained in the specific agreement named *Memorandum of Agreement (MOA)* of the Project.

## **11. NON-BINDING**

- 11.1 This MOU serves only as a record of the Participants intentions and is not intended to create legal rights and obligations under domestic or international law, and will not give rise to any legal process nor deemed to constitute or create legally binding or enforceable rights or obligation.

## **12. DISPUTE RESOLUTION**

- 12.1 If there are any disputes between the Participants concerning this MOU, the Participants should endeavour to amicably resolve the dispute through consultation.

## **13. AMENDMENTS**

- 13.1 This MoU may not be supplemented or modified in any way except in writing, signed by an authorized officer or representative of each of the Participants.
- 13.2 In the event that there is confusion and ambiguity over the recent amendment, the previous MoU takes precedence until this is rectified in accordance with the Memorandum.

## **14. NOTICES**

- 14.1 Representatives for NHC and DICT are nominated below. Any notice concerning this MoU is expected to be given in writing to the nominated representatives whose details and addresses are provided hereunder:

The addresses are;

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

(a) For NHC:

Mr. Abel Tol  
a/Managing Director  
National Housing Corporation  
P.O Box 1550  
BOROKO  
National Capital District  
Papua New Guinea

Phone: 325 3975  
Facsimile: 325 9188  
Email: [nhcmd@gmail.com](mailto:nhcmd@gmail.com)

(b) For DICT:

Mr. Steven Matainaho  
Secretary  
Department of Information & Communications  
Technology  
P.O Box 784  
VISION CITY  
National Capital District  
Papua New Guinea

Phone: 325 0172  
Email: [steven.matainaho@ict.gov.pg](mailto:steven.matainaho@ict.gov.pg)

## 15. COMMENCEMENT

- 15.1 This MoU is intended to commence on the date of signing by all Participants.
- 15.2 All Participants are expected to meet on a regular basis or as and when required from time to time.
- 15.3 This MoU by no means alters, duplicates or waives the existing mandated functions and responsibilities of the Participants concerned.

## 16. RENEWAL

- 16.1 This MoU should be renewed every five years without change on that date unless a Participant gives notice in writing, twelve months in advance.

## 17. TERMINATION

- 17.1 This MoU is intended to continue in operation until terminated by either Participant under mutual consent in accordance with this MoU.
- 17.2 Any disagreements in the course of executing this MoU is intended to be resolved through a General Consensus.

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IN WITNESS WHEREOF, the Participants have signed this Memorandum of Understanding on the day and year first above written.

Signed for and on behalf of the  
DEPARTMENT OF INFORMATION  
AND COMMUNICATIONS TECHNOLOGY



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)

Mr. Steven Matainaho  
Secretary  
Department of Information and  
Communications Technology

Signed for and on behalf of the  
NATIONAL HOUSING CORPORATION



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)  
)

Mr. Abel Tol  
Acting Managing Director  
National Housing Corporation

IN THE PRESENCE OF;

Witness and signed for and on behalf of the  
DEPARTMENT OF INFORMATION AND  
COMMUNICATIONS TECHNOLOGY

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)  
)

Mr Maisen Windu  
Corporate Services Director  
Department of Information and  
Communications Technology

Witness and signed for and on behalf of the  
NATIONAL HOUSING CORPORATION

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)

Ms. Caroline Garaba  
Acting Principal Legal Officer  
National Housing Corporation

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