



Kumulsoft



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF INFORMATION AND COMMUNICATION TECHNOLOGY
AND
KUMULSOFT LIMITED
ON THE UTILIZATION OF THE FIXED ASSET MANAGEMENT SYSTEM AS A
SHARED SERVICES

The Department of Information and Communication Technology (DICT), a Government Department established under the *Digital Government Act 2022*, responsible for driving Papua New Guinea's Digital Transformation through policies, standards, and frameworks for the Information and Communication Technology Sector;

and

Kumulsoft Limited, a PNG-owned SME incorporated under the *Companies Act 1997*, specializing in digital solutions, including the Fixed Asset Management System (FAMS), hereinafter referred to individually as the "Participant" and collectively as the "Participants":

WHEREAS, recognizing the shared vision for advancing Papua New Guinea's digital transformation agenda;

WHEREAS, acknowledging the importance of ICT-driven solutions in enhancing public sector efficiency;

WHEREAS, pursuant to the prevailing national laws and policies, particularly the *Digital Government Act 2022*, PNG Digital Transformation Policy 2020, and the Government of Papua New Guinea's (Government of PNG's) Technology Stack framework;

Have reached the following understanding:

PARAGRAPH 1: OBJECTIVE

The objective of this Memorandum of Understanding (MoU) is to establish a framework for cooperation between DICT and Kumulsoft Limited to facilitate the utilization of the FAMS as a shared service for public bodies, ensuring compliance with the *Digital Government Act 2022* and alignment with the Government of PNG's Technology Stack framework.

Kumulsoft FAMS is an integrated software solution that manages the full asset lifecycle, from procurement to disposal and reporting. It enhances transparency and accountability in fixed asset management within the PNG Government sector.

The MOU aims to:

- promote the standardization of asset management processes across public bodies; and
- enhance efficiency and accountability in managing government assets; and
- support the digital transformation agenda of the Government of Papua New Guinea.

PARAGRAPH 2: AREAS OF COOPERATION

The Participants agree to cooperate in the following areas:

- (a) **FAMS Implementation:** support public bodies in adopting and utilizing the FAMS as part of the Government of PNG Technology Stack.
- (b) **Capacity Building and Training:** provide training programs for public sector staff on the implementation and management of the FAMS.

- (c) **Data and Information Sharing:** facilitate data sharing between DICT and Kumulsoft to improve monitoring and evaluation and ensure public bodies' compliance with digital government standards.
- (d) **Research and Development:** collaborate on research initiatives to improve the FAMS and explore emerging technologies relevant to asset management.
- (e) **Cybersecurity Compliance:** ensure that the FAMS solution complies with DICT's cybersecurity standards to protect government data and assets.

PARAGRAPH 3: IMPLEMENTATION MECHANISM

- (1) To implement this MoU, the Participants mutually resolved to establish a Technical Working Group (TWG) comprising representatives from DICT and Kumulsoft Limited. The TWG will carry out the following:
 - identify specific activities and deliverables under this MoU; and
 - develop a joint implementation plan for the adoption of the FAMS by public bodies; and
 - review progress and address any challenges encountered during implementation and jointly report to the Participants through the relevant channels; and
 - provide recommendations to the Participants for the effective implementation of this MOU.
- (2) Public bodies will be granted limited-term licenses to use FAMS based on their subscription plans (e.g., monthly, quarterly, or annually). Kumulsoft retains the right to reuse and commercialize FAMS, including any enhancements or modifications, outside of this partnership.
- (3) The TWG will meet quarterly or as mutually agreed to review progress and update plans.

PARAGRAPH 4: RESPONSIBILITIES OF THE PARTICIPANTS

(1) DICT will be responsible for:

- (a) providing policy and regulatory support to ensure that the FAMS is compliant with digital government standards; and
- (b) facilitating engagement with public bodies to promote the adoption of the FAMS; and
- (c) providing technical assistance and capacity-building programs for the implementation of the FAMS; and
- (d) carry out any other activities necessary or incidental for the completion of this MOU.

(2) Kumulsoft Limited will be responsible for:

- (a) delivering and maintaining the FAMS in compliance with DICT's digital government standards; and
- (b) providing technical support and user training to public bodies utilizing the FAMS; and
- (c) ensuring the security and scalability of the FAMS solution to meet the needs of public bodies; and
- (d) carrying out any other activities necessary or incidental to the completion of this MOU.

PARAGRAPH 5: INTELLECTUAL PROPERTY RIGHTS

(1) Kumulsoft retains full ownership of the FAMS, and any enhancements or modifications made to it as part of this collaboration, which it may license to public bodies in accordance with Paragraph 3.

PARAGRAPH 6: DATA PROTECTION AND CONFIDENTIALITY

The Participants have resolved to ensure that any data or information shared under this MoU is protected in accordance with PNG law, and PNG's Data Governance and Protection Policy. Both Participants undertake to maintain the confidentiality of shared information and prevent its unauthorized disclosure.

PARAGRAPH 7: NATURE OF THE MOU

This MOU serves only as a record of the Participants' intentions and is not intended to create any legally binding or enforceable obligations, express or implied. It constitutes an expression of mutual good faith by the Participants who intend to carry out their respective responsibilities to the best of their abilities.

PARAGRAPH 8: AMENDMENTS

This MoU may be amended by mutual written consent of both Participants. Any amendments shall take effect upon the signing of the amended MoU by both Participants.

PARAGRAPH 9: DISPUTE RESOLUTION

Any disputes arising from the interpretation or implementation of this MoU shall be resolved amicably through consultations and negotiations between the Participants.

PARAGRAPH 10: VALIDITY AND TERMINATION

- (1) This MoU shall commence on the date of its signing and shall remain in operation for a period of five (5) years, after which it may be automatically renewed for successive periods unless terminated by either Participant with six (6) months' written notice.

- (2) The termination of this MoU shall not affect any ongoing activities or obligations that have been agreed upon prior to the notice of termination.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations, have signed this Memorandum of Understanding on this _____ day of _____, 2025 at _____

Steven Matainaho
Secretary
ON BEHALF OF THE DEPARTMENT OF
INFORMATION AND COMMUNICATION
TECHNOLOGY (DICT)

Paul Muingnepe
Chief Executive Officer
ON BEHALF OF KUMULSOFT LIMITED

Witness Name:

Designation:

Organization:

Witness Name:

Designation:

Organization: