



## MEMORANDUM OF UNDERSTANDING

### BETWEEN

GOVERNMENT OF PAPUA NEW GUINEA,  
THROUGH THE MINISTRY OF INFORMATION AND COMMUNICATION  
TECHNOLOGY

### AND

AUTONOMOUS BOUGAINVILLE GOVERNMENT, THROUGH THE MINISTRY OF  
TECHNICAL SERVICES, TRANSPORT, AND CIVIL AVIATION

### FOR

THE JOINT COOPERATION IN THE AREA OF INFORMATION &  
COMMUNICATION TECHNOLOGY IN THE AUTONOMOUS REGION OF  
BOUGAINVILLE



## PREAMBLE

This Memorandum of Understanding (**MOU**) is entered into on this 29<sup>th</sup> Day of November, 2025,

By and between,

Government of Papua New Guinea ("PNG"), through the Ministry of Information and Communication Technology (hereinafter referred to as "**MICT**");

AND,

the Autonomous Bougainville Government ("ABG"), through the Ministry of Technical Services, Transport and Civil Aviation, (hereafter referred to as "**MTSTCA**" or "**MTS**"),

are referred to individually as "Participant", and collectively as the "Participants",

## RECITALS:

**RECOGNIZING** that this MOU is made according to Clauses 93, 95, and 96 of the Bougainville Peace Agreement, signed by PNG and representatives of the people of Bougainville on the 30<sup>th</sup> of August 2001, at Arawa, Central Bougainville, on the need to facilitate through cooperation:

- (a) The development of an information & communication technology (**ICT**) system;
- (b) By providing ICT services through either a third-party telecommunications carrier arrangement or the Participants themselves; and
- (c) Changes to national legislative and regulatory regimes for ICT and increases the powers and functions available to ABG regarding ICT in Autonomous Region of Bougainville (Bougainville).

**ACKNOWLEDGING** the abovementioned activities arranged under this MOU are subject to and or consistent with Sections 290 (2) (i) (z) and 296 (2) (b) of the Constitution of PNG;

**ACKNOWLEDGING** the terms of the MOU providing the Overarching Framework within which the Participants agree to work together to achieve a faster practicable transfer of powers and functions signed by the Participants on the 20<sup>th</sup> day of March 2017, which subject to the terms of the Sharp Agreement signed on the 13<sup>th</sup> May 2021 at Kumul Conference Room, Holiday Inn, on the dispensation of constitutional requirements relating to the process of transfer of functions and powers;

**ACKNOWLEDGING** the determination of the Prime Minister under the National Gazette No. G920 on the titles and responsibilities of the Minister for ICT, and the NEC Decision No. 101/2021 concerning the PNG Government Information & Communication Technology Sector Infrastructure, and Services Development Support Plan 2021-2024 for Bougainville, the MICT and the MTSTCA consent to advance these common goals and aspirations;



**ACKNOWLEDGING** the discussions between the representatives of the Participants on 11<sup>th</sup> October 2024 at the Office of the MICT at Tisa Ruma, Waigani, Port Moresby, to sign this MOU spelling out the key principles and components of a collaborative arrangement;

**WHEREAS**, the Participants consisting of PNG through the Ministry of ICT and its sector agencies, Department of Information & Communications Technology (DICT), National Broadcasting Corporation (NBC), and the National Information, Communications & Technology Authority (NICTA); with the ABG through the MTSTCA;

**CONSIDERING** the importance of –

- (a) ICT infrastructure, resources, and services to enable economic and social development;
- (b) A safe, reliable, and resilient digital environment to foster trust so that ICT is used to realize the opportunities and minimize the risks of the digital age;
- (c) The role of government and government agencies within the Bougainville Public Service in facilitating and supporting efficient, effective, competitive, and secure ICT usage in Bougainville; and
- (d) Strengthen their bonds of cooperation to bring about the interchange of experience and the execution of activities in subjects of common interest;

**RECOGNIZING** the commitment to better harnessing the benefits of digital connectivity, digital economy and safety, telecommunication infrastructure development, and institutional and governance arrangements for the ICT sector, in Bougainville;

**DESIRING** to work together to achieve mutually beneficial ICT outcomes generally for the People and Government of Bougainville; and

**PURSUANCE** to the abovementioned laws, including the prevailing rules and regulations of their respective legal boundaries, and the power arrangement stipulated under Part XIV of the Constitution of PNG;

#### **THE PARTICIPANTS HAVE REACHED THE FOLLOWING UNDERSTANDING:**

##### **A. OBJECTIVES**

1. The objectives of this MOU are to –
  - 1.1. develop cooperation based on equality, reciprocity, and mutual benefits;
  - 1.2. promote relations and mutual understanding between the Participants and their sectoral agencies; and

enhance the growth of the Information & Communication Technology System in Bougainville.

##### **B. AREAS OF COOPERATION**



2. MICT and its sector agencies should, jointly or severally, provide financial, staffing, and technical assistance and support to MTSTCA and the ABG Department of Technical Services, Transport, and Civil Aviation (DTS) to –
  - 2.1. undertake an audit of the Bougainville ICT Sector including infrastructure and services, manpower, and other considerations on Bougainville; and
  - 2.2. develop the Bougainville ICT Sector Development Program and implement a Support Plan approved by both the MICT and the MTSTCA.
3. DICT, NICTA, and NBC should provide appropriate financial and technical assistance to the DTS to undertake the initial audit.
4. DICT, NICTA, NBC, and DTS are to jointly evaluate the findings of the audit and consider seeking financial support from GoPNG, as well as through other bilateral and multilateral partners like Australia and others, to support the Bougainville ICT Sector Development Program address ICT audit findings and others.
5. Technical Assistance in Policy Formulation.
  - 5.1. **Policy Development:** MICT are to provide technical support to MTSTCA in the development and formulation of ABG ICT and broadcasting policies.
  - 5.2. Policy guidance should be provided by the Joint Technical Committee through regular reviews and advisory input on policy matters.
6. Training and Capacity Building.
  - 6.1. **Joint Training & Awareness Programs:** MTSTCA and DTS are to jointly participate with MICT agencies in various training & programs aimed at building capacity in ICT and broadcasting.
  - 6.2. **Workshops and Seminars:** Both Participants are to coordinate/collaborate and participate in domestic and international workshops, seminars, and conferences relevant to ICT and broadcasting.
  - 6.3. **Knowledge Exchange:** Both Participants are to establish a framework for regular knowledge exchange and best practices sharing.
  - 6.4. **Secondment Arrangements:** MICT and sector agencies are to provide secondment arrangements, for MTSTCA and DTS personnel to gain knowledge and experience to facilitate the effective and efficient implementation of the initiatives under the MoU.
7. Joint Research & Development.
  - 7.1. **Innovative Technologies:** Engage in joint research and development projects to explore and implement innovative ICT and broadcasting technologies suitable for Bougainville.



- 7.2. **Pilot Projects:** Launch ICT pilot projects to enhance access to new technologies and methodologies across Bougainville.
- 7.3. **Funding Opportunities:** MICT and sector agencies to identify and secure funding from international donors and organizations to support joint R&D activities.
8. Regulatory Frameworks.
  - 8.1. **Harmonization of Regulatory Frameworks:** Work together to harmonize ICT and broadcasting policies, standards, and regulations to accommodate Bougainville's needs.
  - 8.2. **Regulatory Support:** MICT and sector agencies to provide regulatory support and guidance to MTSTCA/DTS in establishing and enforcing regulatory frameworks for ICT and broadcasting.
  - 8.3. **Compliance Monitoring:** Develop a joint mechanism to ensure compliance with ICT and broadcasting regulations and standards.
9. The Participants may co-opt or engage other Departments and/or Agencies or State-owned Enterprises ) as the need arises upon both Participants consenting in writing.
10. The MTSTCA and DTS are to assist the MICT, DICT, NICTA, and NBC in securing security, accommodation, and office space, transportation at Bougainville. Other logistics support including allowances on the ground in Bougainville will be consistent with standard GoPNG rates and regulations as may be agreed between the participants..
11. International Negotiations.
  - 11.1. Pursuant to Section 293 (3) (7) of Part XIV of the Constitution of PNG, the Participants agree to a joint corporation in facilitating any proposed new international obligation, understanding, or agreement concerning ICT and telecommunication operations, systems, development, investment, or business activities in Bougainville.
  - 11.2. The Participants agree to facilitate all the negotiation under this Clause through the Committee established under Clause 12.2 of this MOU.
12. Ongoing Communication and Consultation for Cooperation
  - 12.1. The Participants agree to appoint liaison or contact officers who will meet as required to maintain the ongoing communication and consultation to address the areas of cooperation, and to deal with procedural and administrative processes for this MOU.
  - 12.2. The Participants are to establish a Joint Technical Committee to oversee the implementation of this MOU and assume the functions under Clause 5.
  - 12.3. The Joint Technical Committee Quarterly Meeting Charter (hereinafter referred to as the "Charter"), is to be established to implement the work streams or prescribed activities under the areas of cooperation referred to in this MOU.



- 12.4. The Charter is to govern the conduct of the Joint Technical Committee Quarterly Meeting (hereinafter referred to as the “Quarterly Meeting”), and for related purposes are as follows –
  - 12.4.1. provides for regular communication and consultation between the Committee members;
  - 12.4.2. sets out the roles, responsibilities, and composition of the Committee members; and
  - 12.4.3. regulates the agendas of the Quarterly Meeting concerning the areas of cooperation.

### 13. Monitoring & Evaluation

- 13.1. Develop a framework for monitoring and evaluating the progress of the activities under this MOU.
- 13.2. Conduct annual reviews to assess the effectiveness of the cooperation and make necessary adjustments as the need be.

### C. MISCELLANEOUS

14. Contingency planning for personal emergencies including emergency medical evacuations, security support, and search and rescue or search and extraction and similar contingent situations may be subject to a separate agreement to be signed between the DTS and DICT, NICTA, and NBC and third Participants approved by the Participants.

### 15. Funding & Resources

- 15.1. Each Participant agrees to bear its costs related to the implementation of this MOU unless otherwise agreed upon.
- 15.2. The Participants may seek external funding and resources to support joint activities and projects.

### 16. Legal Relations

- 16.1. This MOU does not create a financial or legal commitment or any other fiduciary relationship between the Participants.
- 16.2. This MOU does not give any of the Participants any authority to act as an agent for, on behalf of, or to represent or bind any of the other Participants in any manner.
- 16.3. The Participants record their mutual intention that this MOU serves as a non-binding record of their understanding.
- 16.4. This MOU does not create enforceable obligations under national or autonomous government law.



16.5. No Participant, including Participant's officers, directors, or other representatives, will be liable to any other person or entity, including any of their Participant, for any direct, indirect, consequential, or any other form of damages resulting from any breach.

17. Financial Obligation and Information Sharing.

17.1. Nothing in this MOU dispenses any obligation on a Participant to commit funds or resources for any purpose unless otherwise mutually agreed.

17.2. The Participants agree to share any information in relation to the implementation of this MOU.

18. Point of Contact.

18.1. The Participants designate the following points of contact for all purposes of this MOU:

18.1.1. MICT Representative and Address

Name:	Steven Matainaho
Position:	Secretary
Address:	Department of Information and Communications Technology P0 Box 85 Vision City-Waigani 131 National Capital District Papua New Guinea
Business Hours Telephone:	325-0412
Email:	<a href="mailto:steven.matainaho@ict.gov.pg">steven.matainaho@ict.gov.pg</a>

18.1.2. MTSTCA Representative and Address

Name:	Fiona Levi
Position:	Acting Secretary
Address:	Department of Technical Services P 0 Box 322 BUKA 4355 Autonomous Region of Bougainville
Business Hours Telephone:	
Email:	<a href="mailto:flevi.dts@abq.gov.pg">flevi.dts@abq.gov.pg</a>

18.2. The respective points of contact will be responsible for:

18.2.1. Coordinating with their respective Ministry and Agencies to establish effective communication and liaisons with the other points of contact;

18.2.2. Developing and revising the work program to enhance the scope and depth of the partnership;

18.2.3. Providing effective coordination of the implementation of this MOU;

18.2.4. Reporting on and promoting this MOU and the cooperation activities undertaken under it;



- 18.2.5. Convening periodic consultations about the MOU; and
  - 18.2.6. Monitoring the performance of the MOU.
  - 18.3. Each Participant may, by prior written notice to the other Participant, substitute other points of contact for those designated herein above or designate additional points of contact.
19. Termination, Dispute Resolution, and Effect of Amendment, etc.
- 19.1. Either Participant may terminate this MoU by giving three (3) months' advance notice in writing to the other Participant.
  - 19.2. Any dispute arising out of the interpretation, implementation, or application of this MOU or any subsequent associated agreements, should be resolved amicably between the Participants upon the basis of mutual understanding, discussion, and consultation.
  - 19.3. Any amendment, termination, or expiration of this MoU should not affect the terms of activities ongoing at the time of notification of amendment, termination, or expiration unless otherwise agreed upon by the Participants.
20. Commencement and Duration.

This MOU will commence on the date of the last signature affixed below and is intended to remain in effect until the 31<sup>st</sup> of December 2027, unless terminated in accordance with the terms herein.

**THEREFORE**, the Participants agree that subsequent to the signing of this MOU, MICT, and MTSTCA will work through their respective Departmental or Sector Agency Heads to jointly develop detailed work plans to support project activities outlined above, as well as explore other areas of collaboration that are appropriate and mutually agreed to.



**EXECUTED, AND SIGNED FOR AND ON BEHALF OF:**

THE INDEPENDENT STATE OF PAPUA NEW GUINEA BY;

Mr. Steven Matainaho  
Secretary  
Department of Information and Communications Technology

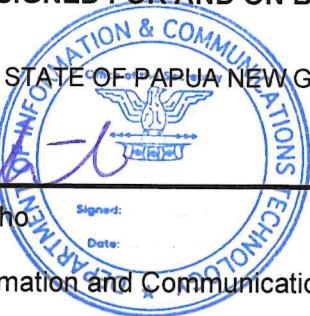
Date: 27 / 11 /2025

Witnessed by: Flierl Shongol

Flierl Shongol (Deputy Secretary - Policy, DICT)

Date: 27 / 11 /2025

Common Seal



THE AUTONOMOUS BOUGAINVILLE GOVERNMENT BY;

Mr. Kearneth Nanei  
Chief Secretary  
Autonomous Bougainville Government

Date: 27 / 11 /2025

Witnessed by: Fiona Levi

Fiona Levi (Acting Secretary, DTS)

Date: 27 / 11 /2025

Common Seal

