

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY OF
THE REPUBLIC OF INDIA
AND
THE MINISTRY OF INFORMATION AND COMMUNICATIONS
TECHNOLOGY
OF THE PAPUA NEW GUINEA
ON
COOPERATION IN THE FIELD OF SHARING SUCCESSFUL DIGITAL
SOLUTIONS IMPLEMENTED AT POPULATION SCALE FOR DIGITAL
TRANSFORMATION

The Ministry of Electronics and Information Technology of the Republic of India and the Ministry of Information and Communication Technology (MICT) of the Papua New Guinea (hereinafter individually referred to as a "Participant" and jointly referred to as the "Participants");

RECOGNIZING the role of bilateral cooperation, exchange of experiences and digital technologies-based solutions (viz. INDIA STACK) in the implementation of digital transformation initiatives of their respective countries;

DESIRING to facilitate co-operation in the field of ecosystem centric digital initiatives (viz. INDIA STACK) through Capacity Building program and other collaborative activities designed to improve the relationship between the Participants and serve their digital ecosystem;

PURSUANT TO the prevailing laws and regulations of the respective countries:

Have reached the following understanding:

ARTICLE 1: Objectives

The objective of this MOU is in furtherance of Digital Transformation to the mutual



benefit of both Participants by means of capacity building and training programmers, exchange of best practices, exchange of public officials and experts, development of pilot or demo solutions, facilitation of private sector contacts and by such other means as may be jointly decided by the Participants.

ARTICLE 2: Scope of MoU

The scope of cooperation under this MoU in respect of implementation and other related areas of Digital Transformation will be implemented by means of:

- a) Capacity building of officials in Digital Transformation (viz. INDIA STACK) through joint training programmes between the officials of the Participants from Government & Private Sector and official exchange between the Parties, exchange of study tours;
- b) Exchange of materials and information on current developments in Digital Transformation, exchange of best practices, publications and documentation;
- c) Organizing of Joint workshops, conferences and other activities;
- d) Promoting Institutional Cooperation between the both countries for feasibility study/ e- readiness assessment and implementation of Digital Transformational Solutions
- e) Enabling consultation of public officials and subject matter experts;
- f) Cooperation in development of innovative Digital Transformational solutions (viz. INDIASTACK) through pilot or demo of solutions or projects, which are already proven and successfully implemented at population scale;
- g) Scaling up of pilot Digital Transformational solutions;
- h) Exploring possibilities of third country capacity building programmes upon mutually agreed basis between the Participants; and
- i) Such other ways within the purview of this MoU as the Participants may approve on.



ARTICLE 3: Coordinating representatives of the Parties

1. For the effective implementation of this MOU, a Joint Working Group will be constituted with each Participant designating three members each to act as its representative (hereinafter referred to jointly as "JWG"), which will be responsible for the implementation of co-operation under this MoU
2. The JWG will meet at least once a year to decide and review concrete project plans for the areas of co-operation under this MoU. Such agreement should be in writing and include, but not be limited to the specific tasks, responsibilities, conditions and financial and other arrangements and other related matters in respect of the project plans. The JWG will, in respect of each project plan, designate the institutions participating in the projects envisaged in the project plans. The JWG will co-ordinate the participation of the respective designated institution or institutions.

ARTICLE 4: Selection of Trainees, Experts, and Public officials

The selection of trainees, experts or public officials to undergo training or secondment by the Participant seconding the public officials will be the responsibility of the Participant concerned and the other Participant would approve to accept the officials. The public officials, experts and trainees of a Participant selected for training or secondment in the country of the other Participant should have a working knowledge of English.

ARTICLE 5: Applicable laws

The cooperation under this MOU will be in accordance with the applicable laws and regulations of each Participant.

ARTICLE 6: Funding and Resources

The implementation of cooperative activities under this MOU will be subject to the availability of funds, manpower and other resources of the Participants.



Provided that the activities contemplated in this MoU will result in expenses, the Participants will endeavor to agree in advance on their coverage and to finance them within the limits of the administration's regular operating allocations.

ARTICLE 7: Confidentiality

1. All information and documents to be exchanged pursuant to the MOU will be kept confidential by the Participants and will be used subject to such terms as each Participant may specify. The Participants will not use the information for purposes other than specified and without prior written consent of the other Participant.
2. The disclosure of confidential information will not grant or imply any license, interest or right to the recipient in respect to any intellectual property right of the disclosing Participant.
3. Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provision of the MoU will not be transmitted to a third party, unless otherwise agreed by the Participants in writing.

ARTICLE 8: Intellectual Property Rights

1. Each Participant will ensure appropriate protection of Intellectual Property Rights (IPR) generated from cooperation pursuant to MOU, consistent with their respective laws, rules and regulations and multilateral agreements to which both Participants are committed.
2. In case research is carried out solely and separately by the Participant or the research results are obtained through the sole and separate efforts of the Participant, the Participant concerned alone will apply for grant of IPR, and once granted, the IPR will be solely owned by the concerned Participant.
3. In case of research results obtained through joint activities, the grant of IPR will be sought by both the Participants jointly, and once granted these rights will be jointly owned by the Participants.



4. The Participants will not assign any rights and obligations arising out of the IPR generated to inventions or activities carried out under the MOU to any third party without prior written consent of the other Participant.

ARTICLE 9: Consultations

The Participants will consult each other for any difficulty relating to the implementation of the cooperation under this MoU. Any disagreement between the Participants concerning the interpretation of this MoU will be settled amicably through mutual consultation only.

ARTICLE 10: Non-binding Effect

This MOU is non-binding in nature and reflects the non-binding intention of the Participants to negotiate in good faith towards entering into one or more definitive agreement(s) with respect to the scope detailed in this MOU. This MOU will in no event be legally binding on either. Participant. This MOU does not create any legal or financial obligations under domestic or international law between the Participants.

ARTICLE 11: Entry into Force, Duration and Termination

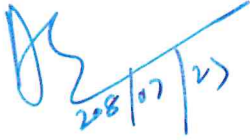

- 1) The cooperation under this MOU will be effective from the date of its signature by both Participants and will in operation for a period of 3 years.
- 2) The Participants may consider renewing the cooperation under this MOU for a further period by mutual written consent. The renewal will be communicated in writing at least 3 months prior to the intended date for its expiry.
- 3) Unless otherwise agreed in writing, the end of this cooperation will not affect the implementation of ongoing activities which have been decided by the Participants prior to the date of the end of the cooperation.
- 4) The termination of this MOU will not in any way affect the validity and completion of any activities undertaken in terms of this MOU before the date of



termination, which will be carried out until due discharge by performance.

In witness whereof the duly authorized representatives of the respective Participants have signed this MoU.

Signed at Delhi, India on the 28th of July 2023 in two originals each in English languages.

For MeitY, Government of India	For MICT, Government of Papua New Guinea
 Abhishek Singh President & CEO, NeGD Ministry of Electronics and IT Government of India	 Steven Matainaho Secretary, Department of Information and Communication Technology Government of Papua New Guinea