

**MEMORANDUM OF UNDERSTANDING
("MOU")**

Between



**NATIONAL GAMING CONTROL BOARD
("NGCB")**

And



**PNG IMMIGRATION & CITIZENSHIP SERVICES
AUTHORITY
("PNGICSA")**

On

**INTER AGENCY SHARING OF INFORMATION TO
COMBAT ILLEGAL ACTIVITIES BY FOREIGN
NATIONALS THROUGH RESPECTIVE COMPLIANCE
AND ENFORCEMENT SECTIONS TO PROMOTE
INTEGRITY AND BEST BUSINESS PRACTICES IN
PAPUA NEW GUINEA.**

THIS MEMORANDUM OF UNDERSTANDING is made on the _____ of _____ 2022.

BETWEEN: NATIONAL GAMING CONTROL BOARD (Hereinafter referred to as (“NGCB”) of P. O. Box 759, **Vision City**, National Capital District, whose corporate office is located at Levels 1 & 3, PMMI Building, Champion Parade, Port Moresby, National Capital District, Papua New Guinea.

AND: IMMIGRATION & CITIZENSHIP SERVICES AUTHORITY (Hereinafter referred to as (“ICSA”) of P. O. Box 1790, **Boroko**, National Capital District, whose corporate office is located at Central Government Office, Ground Floor (Tower A), Melanesian Way, Waigani, National Capital District, Papua New Guinea.

1. PREAMBLE

This Memorandum of Understanding (MOU) shall foster and strengthen the effective, efficient, collaborative and mutual working relationship between NGCB and ICSA.

2. RECITALS

- 2.1 The National Gaming Control Board is established by the *Gaming Control Act 2007 (GCA 2007)* as the only Regulator of the gaming industry in the country. Its statutory function constitutes of regulating all forms of gaming approved by the Board in accordance with the *GCA 2007*.
- 2.2 The PNG Immigration & Citizenship Services Authority is a statutory body established under the *Immigration and Citizenship Service Act 2010 (ICS Act 2010)* and is mandated to implement the *Migration Act 1978*, the *Citizenship Act 1975*, the *Passport Act 1982* and the *ICS Act 2010*.
- 2.3 In the spirit of cooperation and mutual interest, both Parties have entered into this MOU in order to establish a cooperative framework by which the agencies will collaborate to effectively perform their respective statutory functions and to implement an effective framework to combat illegal activities and apprehend offenders who violate our laws.
- 2.4 Whenever necessary, the Parties will conduct joint programmes in line with their respective roles for the purpose of awareness to ensure legal business activities undertaken follow proper processes, nevertheless regulating and monitoring existing business entities owned by foreign nationals or foreign nationals partnering with PNG nationals.
- 2.5 The Parties will continue to work closely together to ensure exchange of information is forthcoming and take into consideration the respective legislative limits particularly the confidentiality provisions in *Section 267 of the GCA 2007* and of *Section 51 of the ICS Act 2010*.

- 2.6 This MOU shall be deemed to have commenced on the above date and shall continue in force until terminated by either party in accordance with *Clause 11* of this MOU.
- 2.7 The Parties undertake and agree that their representatives will ensure to effectively implement this MOU to the best of their ability whilst upholding the terms and conditions set out herein.
- 2.8 The parties to this MOU acknowledge and agree that, in the event the parties encounter instances of money laundering and or other offences punishable under the *Anti-Money Laundering and Counter Terrorist Financing Act 2015* or the *Criminal Code Act 1974*, the matter will be referred to the Financial Analysis and Supervision Unit (FASU) or the Police (RPNGC) for appropriate actions.

3. NGCB AND ICSA MUTUAL AGREEMENT

- 3.1 The Parties agree to assist each other by facilitating the achievement of their respective responsibilities within the ambits of their respective administrative boundaries.
- 3.2 The Parties further agree to share information which may be relevant to any investigation or enforcement of both the NGCB and ICSA laws as stipulated in the *Gaming Control Act 2007* and the *Migration Act 1978*, *Migration Regulation 1979*, *Passport Act 1982*, *Passport Regulation 1983*, *Citizenship Act 1975*, and *Citizenship Regulation 1975*.
- 3.3 The Parties agree that whenever required by the NGCB, the ICSA will provide updates of Companies (sponsors) who employ non- citizens and are registered in the Border Management System (BMS) as entering the country.
- 3.4 Both Parties agree that ISCA will provide the alert form to be filled by the NGCB to either enforce or revoke travel restrictions for record purposes.
- 3.5 Both Parties agree that neither Party shall enter into any Contractual Agreement on behalf of either Party nor make any promises, representations, warranties or guaranties in relation to the functions or operation of either Party, without the prior written approval of other party except as specifically stated in this MOU.
- 3.6 The Parties agree to liaise with other line agencies and or individuals on matters concerning dissemination of information as well as provide information as authorized for and on behalf of the NGCB and the ICSA in the following manner;
- 3.6.1 Conduct formal inquiries, meetings and joint investigations as required from time to time, and or
- 3.6.2 Liaise with other government agencies on matters concerning project implementation as well as provide information sharing.

3.7 The Parties agree;

- 3.7.1 not to incur any liability on behalf of either Party or in any way pledge or purport to pledge the credit of either party or make any contract binding upon both Parties without the express authority of either Party in relation to the carrying out of their respective functions,
- 3.7.2 to promptly bring to the notice of either party, any information received which is likely to be of use or benefit to both Parties in relation to the carrying out of their respective functions,
- 3.7.3 to use their best abilities to effectively meet all requests given by either Party in relation to the implementation of their respective functions and in the absence of any such requests in relation to a particular matter will act in such a manner as it reasonably considers to be most beneficial to the interest of the Parties,
- 3.7.4 to keep proper records showing clearly all inquiries relating to the functions of both Parties and will from time to time upon the written request of both Parties, supply to each other, reports and other information relating to the joint programs.

4. JOINT PROGRAMMES

- 4.1 The Parties have mutually agreed that this MOU sets the framework and also parameters to govern the collaborative relationship of the Parties in combating illegal activities by foreigners or foreigners partnering with the locals in the act.
- 4.2 If so required and agreed by both Parties, representatives of either Party may undergo trainings facilitated by either Party to ensure that both Parties are familiar with the process of the respective Organizations prior to the implementation of the joint programme.
- 4.3 The Parties agree to assist each other whenever necessary to effectively perform their respective functions through the joint programme by way of:
 - 4.3.1 facilitating the setting up of a team of ICSA officers who shall be designated to respond to NGCB requests:
 - (i) to conduct researches on the person(s) of interest as registered in the BMS administered by ICSA,
 - (ii) to enforce joint-compliance operations through a database survey of all business entities, physical spot check and conduct inspections of the businesses as required by either Party,
 - (iii) to enforce and revoke travel restriction on interested person(s) as requested by the NGCB and,
 - (iv) expedite the deportation of the interested persons as requested by the NGCB.

4.3.2 facilitate the setting up of a team of NGCB officers who shall be designated to respond to ICSA requests:

- (i) to conduct researches on the legal persons and entities who are involved in the illegal business activities (gambling),
- (ii) to enforce joint-compliance operations through a database survey of all business houses, physical spot check and conduct inspections of the business as required by either Party and,
- (iii) to conduct compliance exercise jointly with ICSA within the country.

4.3.3 Officers are required to provide reports on the progress of the arrangement as and when required by head of organization of either Party to this MOU.

4.3.4 Undertake to review the vetting process of visa applications for new entries and visa extension, permanent resident applications and citizenship applications to include the NGCB requirements on the BMS to ensure that persons registered with ICSA are complying with rules and regulations of NGCB.

4.3.5 Undertake to work in close consultation regarding legislative amendments relating to the duties of both organizations.

5. MANNER OF INFORMATION SHARING

5.1 All formal requests for information should first be channeled through either the Chief Executive Officer of NGCB or the Chief Migration Officer of ICSA.

5.2 The established contact point to which the respective information will be attentioned to:

- (i) Chief Operating Officer and Director- Operations Division for NGCB; and
- (ii) Deputy Chief Migration Officer – Visa & Passport Division and Deputy Chief Migration Officer – Compliance & Enforcement Division, for ICSA.

5.3 The Parties agree and acknowledge that when making a formal request for information, the requesting party will disclose:

5.3.1 The reason for the request;

5.3.2 The intended purpose for which the information will be used, including whether the information will be used for any civil, criminal or administrative proceedings;

5.3.3 Any third party, including but not limited to a government agency, body corporate or individual which will be given access to the information and the reason for providing that information.

5.4 The Parties agree and acknowledge that the requesting party will use the information for the purpose set out in the request.

5.5 The Parties agree and acknowledge that the exchanging and disclosing of information to third Parties will be made upon consultation and consent of both Parties.

5.6 The Parties agree and acknowledge that in the event either party to this MOU is subject to a civil, criminal or administrative proceeding which will require disclosure of information received from the other party, the party subject to such proceeding will immediately notify and seek prior written consent of the other party before disclosing the information.

5.7 The Parties agree and acknowledge that a party refusing to provide information to the requesting party or objects to the disclosure of information under *Clause 5.6*, will do so upon reasonable grounds and must communicate the same to the requesting party.

5.8 The Parties agree and acknowledge that its employees or contact persons in *Clause 4.2* to reach mutual agreement before disclosing any information relating to this MOU, particularly information to be released to the public through print or electronic media.

5.9 The Parties agree and acknowledge that under this MOU, the respective laws of both parties must be adhered.

5.10 Either Parties shall not be responsible for acts or omissions committed by its employees or representatives outside the scope of this MOU.

6 EXPENSES, ASSISTANCE AND REPRESENTATIVES

6.1 Both Parties agree;

6.1.1 To supply each party with information, pamphlets and advertising material as it considers reasonably sufficient with a view to encourage the functions of their respective organizations. Such information can be provided free of charge or for a fee if fees are required under the legislations administered by either Party.

6.1.2 To provide other assistance considered appropriate by both Parties.

6.1.3 That whenever considered necessary, will conduct trainings, spot inspections or site visitations based on investigations and intelligence for the purpose of promoting and enforcing the functions of both Parties at their own or joint costs.

6.1.4 That no claims for or deduction in respect of expenses incurred by both Parties in the performance of their functions and duties under this MOU shall be made or allowed except where expressly agreed to beforehand in writing by both Parties.

7 CONFIDENTIALITY

7.1 Both Parties agree and acknowledge that under this MOU, any information or intelligence exchanged by the parties remain confidential and is subject to strict controls or safeguards to ensure that it is only used in an authorized manner.

7.2 The Parties also agree and acknowledge that the confidentiality of exchanged information and intelligence will be protected to the same extent as provided by the regulating legislation and policies and procedures of the receiving agency.

7.3 The Parties further agree and acknowledge that its employees or contact persons in *Clause 4.2* are restricted by confidential provision of *Section 267* of the *GCA 2007* and of *Section 51* of the *ICS Act 2010*.

8 INDEMNITY

Both Parties agree to indemnify each other during the period of the MOU from any liability whatsoever in the cause of performing their duties in accordance with this MOU.

9 EFFECTIVE DATE

This MOU will come into effect upon the date of execution by both Parties and will continue to be in effect until terminated in accordance with *Clause 11*.

10 VARIATION

Any provision of this MOU may be amended or altered at any time by mutual consent in writing of the Parties.

11 REVIEW AND TERMINATION

11.1 Where either of the following events occur;

- (i) a party commits a breach of any of the terms or conditions of this MOU; and
- (ii) a party is guilty of any conduct, which in the opinion of the other party is prejudicial to its interests,

and is not rectified within thirty (30) working days, both Parties shall have the right to terminate this MOU by giving one (1) month notice in writing to the other Party.

11.2 This MOU may be reviewed after every two years or as and when warranted by change of circumstances, with the mutual consent and approval of both Parties.

12 NON-COMPLIANCE

12.1 This MOU is not legally binding on the Parties and is not enforceable in a Court of Law. However, the Parties are obliged to comply with, implement and facilitate their respective undertakings as captured in the MOU.

12.2 Failure to comply to the terms of this MOU by either Party, would demonstrate an expression of lack of interest and unwillingness to cooperate.

13 DISPUTE SETTLEMENT

13.1 Where a dispute or misunderstanding arises between the Parties as to the interpretation, application or implementation of this MOU, a meeting shall be convened within ten (10) working days of a written request being made by either party with a view to resolving the dispute or misunderstanding.

14 NOTICES

14.1 A notice or other communication in connection with this MOU: -

- (i) must be in writing;
- (ii) must be left at the address of the addressee, or sent by prepaid ordinary post (airmail if posted to a place outside of Papua New Guinea) to the address specified in this clause or sent by facsimile to the facsimile number of the addressee which is specified in this clause;
- (iii) or if the addressee notifies another address or facsimile number then to that address or facsimile number: -

Address : NATIONAL GAMING CONTROL BOARD
P O Box 759, Vision City, National Capital District.

Email : gaming@ngcb.gov.pg

Attention : The Chief Executive Officer

Address : PNG IMMIGRATION & CITIZENSHIP SERVICES AUTHORITY
P. O Box 1790, Boroko, National Capital District.

Email : cmo@immigration.gov.pg

Attention : The Chief Migration Officer

15 MOU SUMMARIZATION

15.1 Nothing in this MOU shall be construed to create partnership or a master and servant relationship.

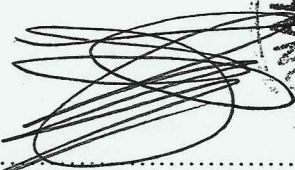
15.2 This MOU embodies the entire understanding of the Parties and there are no promises, terms, conditions or obligations or written, express or implied other than those contained in this MOU.

AUTHORIZATION AND EXECUTION

This MOU shall be signed by the **NATIONAL GAMING CONTROL BOARD** and **PNG IMMIGRATION & SERVICES AUTHORITY** and shall be effective as the date first written above.

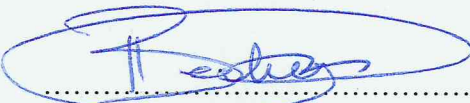
THE COMMON SEAL of
NATIONAL GAMING CONTROL BOARD was hereunto affixed by
authority of its Board in the presence of




Imelda Agon
Chief Executive Officer

THE COMMON SEAL of
PNG IMMIGRATION & CITIZENSHIP SERVICES AUTHORITY was hereunto
affixed by authority of its Board in the presence of:


Stanis Hulahau
Chief Migration Officer


Signature of Witness

Bernadette L. Potane
Name of Witness

Lawyer
Occupation & Address of Witness




Signature of Witness

ROSHINAH WARI
Name of Witness

ALO, PO BOX 759, USUN CITY, NCD
Occupation & Address of Witness