

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

Between



**IMMIGRATION AND CITIZENSHIP SERVICES AUTHORITY
("ICSA")**

And



**INVESTMENT PROMOTION AUTHORITY
("IPA")**

THIS UNDERSTANDING is made this 27th day of 04, 2021.

BETWEEN: IMMIGRATION AND CITIZENSHIP SERVICES AUTHORITY
("the ICSA") of P.O. Box 1790, BOROKO, National Capital District, as
established by statute ("the ICSA") of the one part

AND: INVESTMENT PROMOTION AUTHORITY ("the IPA") of P.O. Box
5053 BOROKO, National Capital District, a body established by statute ("the
IPA") of the other part.

RECITALS:

- A. The Immigration & Citizenship Services Authority (the ICSA) is a regulatory statutory authority established by the Immigration and Citizenship Services Act 2010 (ICS Act 2010) and is responsible for the management of Papua New Guinea's international borders in relation to the entry and departure of persons through processing of work permit and visa and awarding of citizenship.
- B. The Investment Promotion Authority is a statutory body established under the *Investment Promotion Act 1992* and mandated to promote and facilitate investment in Papua New Guinea by national, citizen and foreign enterprises through the certification and registration of such enterprises.
- C. The Parties recognize the importance of and the relationship between each other's statutory roles and responsibilities to the State in terms of the movement of people and the business and economic development and the promotion and protection of investments in Papua New Guinea and wish to strengthen the relationship further through the provision of timely, effective, and efficient exchange of information arrangements.
- D. The Parties will conduct joint programmes in line with their respective statutory roles, for the purpose of:
 - (a) Collaborations and verifications on Work Permit, Visa Classes and Foreign Certification process through the use of online registry;
 - (b) Collaborations on compliance exercise involving Joint Agency Spot Check Operations (JASCO);
 - (c) Facilitation and monitoring of the business activities of national, citizen and foreign individuals and enterprises throughout Papua New Guinea; and
 - (d) Regulatory checks for process of issuance of PNG Citizenship/Dual Citizenship
- E. The Parties will each host a web link to the respective website of the other Party for the purpose of promoting the roles, functions and activities of both Parties.
- F. In the achievement of the terms and conditions of this MOU, the Parties recognize and acknowledge the respective legislative limits with respect to the exchange of information, particularly the provisions in Section 51 on Confidentiality of the *Immigration and Citizenship Services Act 2010* and the confidentiality clause in Section 44B of the *Investment Promotion Act 1992*.
- G. This MOU shall be deemed to have commenced on the commencement date and shall continue in force for three (3) years from that date and thereafter from year to year unless terminated by either Party in accordance with Clause 7 of this MOU.

H. The Parties undertake and agree that their representatives will use their best endeavors at all times during the continuance in force of this Understanding, to observe and perform the terms and conditions set out in this MOU.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 In this MOU, unless the contrary intention otherwise requires:-

- (a) "registry search" refers to a search of the various registers maintained and administered by IPA.
- (b) "joint programmes" refers to the activities set out in Clause 2.1;
- (c) "MOU" means this Memorandum of Understanding hereto entered between the Parties inclusive of any annexure, schedule, amendment, inclusion and variations made to it;
- (d) "Parties" means the ICSA and the IPA who are privy to this MOU;
- (e) "website" means; (i) for the ICSA, www.ica.gov.pg
(ii) for the IPA, www.ipa.gov.pg

2. JOINT PROGRAMMES

2.1 The Parties will at all times endeavour to monitor and to such extent as required to carry out the functions of the ICSA and the IPA in respective joint programmes in particular where appropriate will:-

- (a) Monitor progress of the respective web links and websites or investment related queries and the referral of the same;
- (b) Ensure illegal foreign business operations and individuals involved are identified, report and interrogated in accordance with the relevant laws.

3. EXCHANGE OF INFORMATION

3.1 Upon consent, the Parties agree to liaise with other agencies of government and or individuals on matters concerning dissemination of information as well as provide information as authorized for and on behalf of the ICSA and the IPA including;

- (a) Conduct formal inquiries and investigations as required from time to time;
- (b) Liaise with other agencies or government and or individuals on matters concerning project implementation as well as provide information as authorized for and on behalf of the ICSA and the IPA.

3.2 The Parties agree;

- (a) not to make contracts on behalf of either Party and will not make any promises, representations, warranties or guarantees with reference to the functions or operations of the Parties except with the expressed approval of either Party given beforehand in writing,
- (b) 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 the Parties without the express authority of either Party in relation to the carrying out of their respective functions,
- (c) to promptly bring to the notice of either Party, any information received which is likely to be of use or benefit to the Parties in relation to the carrying out of their respective functions,
- (d) to use its best endeavors to meet all requests given by either Party in relation to the implementation of its 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; and
- (e) to keep proper records showing clearly all inquiries relating to the functions of the Parties and will from time to time upon the written request of either Party, supply to each other, reports and other information relating to the joint programmes.

4 MANNER OF SHARING OF INFORMATION

- 4.1 All formal requests for information should be channeled to the Chief Migration Officer of the ICSA and the Managing Director of IPA.
- 4.2 The information will then be delegated to respective persons who will become the point of contact;
 - (i) with ICSA; - Divisional Head responsible for Visa and Passport.
 - (ii) with IPA - Divisional Head responsible for Enforcement and Compliance.
- 4.3 Both Parties agree that the business registration data is online and accessible to ICSA.
- 4.4 Both Parties agree that where the information extracted from database is not consistent, ICSA may seek clarification from the IPA in writing.
- 4.5 The Parties acknowledge that they will exchange and disclose information under this MOU in accordance with clause 3.

5. QUERIES AND SEARCHES

5.1 All investment related queries would be channeled to the DIRECTOR - Investor Servicing & Promotion Division, IPA by a designated ICSA Officer who at the time of the signing of this MOU will be the Chief Migration Officer (CMO).

5.2 All queries relating to Businesses (both foreign and local businesses) would be channeled to;

(i) ICSA : Divisional Head responsible for Visa and Passport.

(ii) IPA : Divisional Head responsible for Enforcement and Compliance.

5.3 All queries relating to companies pursuant to the Companies Act 1997 and Business Name Act 2014 would be channeled to:

(i) ICSA : Divisional Head responsible for Visa and Passport.

(ii) IPA : Divisional Head responsible for Enforcement and Compliance.

5.4 All queries relating to intellectual properties would be channel to the Registrar of the Intellectual Property Office.

5.5 The Chief Migration Officer will advise the IPA from time to time as to the designated ICSA Officers for the purposes of Company Searches.

5.6 The IPA, through the Deputy Registrar of Companies (Operations) will provide registry records of new and ceased registrations of entities on a monthly basis or as may be requested by the ICSA from time to time. The ICSA designated officer to receive this information is through the Office of the CMO.

5.7 Any other queries other than the above should be channeled to the Chief Migration Officer or the Managing Director of the IPA.

6. EXPENSES, ASSISTANCE AND REPRESENTATIVES

6.1 The Parties agree that each Party will during the term of this MOU:-

(a) at their own expense supply each Party with such amount of information, pamphlets and advertising material as it considers reasonably sufficient with a view to promoting the functions of their respective organizations within the spirit of this MOU. Such information can be provided free of charge or for a fee if fees are required under the legislations administered by either Party.

(b) when considered necessary to send at their own or joint cost, a representative to visit resource project areas in the provinces for the purpose of promoting and enforcing the functions of both Parties.

(c) no claims for or deduction in respect of expenses incurred by the 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.

- (d) provide other assistance as considered appropriate by the Parties.

7. INDEMNITY

The 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.

8. DIVULGING OF INFORMATION

- 8.1 The Parties hereby undertake that their employees or representatives will not at any time after the commences of this MOU divulge any information in relation to the affairs of the ICSA and the IPA other than as authorized by the Parties, and upon the termination of this MOU from any cause or at any time previous to such termination at the request of the Parties, shall promptly return to the Parties or otherwise dispose as the Parties may instruct, all information, books, pamphlets and advertising material relating to either Party which both may have in their possession or under their control.
- 8.2 The Parties shall not be responsible for acts or omissions of its employees or representatives incurred outside the scope of this MOU.

9. REVIEW AND TERMINATION

- 9.1 Where either of the following events occur and is not rectified within seven (7) working days;
 - (a) a Party commits a breach of any of the terms or conditions of this MOU; and
 - (b) a Party is guilty of any conduct, which in the opinion of the other Party is prejudicial to its interests,
 - (c) the Parties shall have the right to terminate this MOU by giving one (1) month notice in writing to the other Party.
- 9.2 Nothing in this MOU shall be construed to create partnership or a master and servant relationship.
- 9.3 This MOU embodies the entire understanding of the Parties and there are no promises, terms, conditions or obligations in oral/written, expressed or implied other than those contained in this MOU.
- 9.4 This MOU may be reviewed from time to time with the mutual consent of the Parties.

10. NON-COMPLIANCE

- 10.1 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 envisaged in this MOU.
- 10.2 Non-compliance to the term of this MOU would demonstrate an expression of lack of interest and unwillingness to cooperate on the part of either Party to this MOU.

11. DISPUTES

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.

12. NOTICES

All formal notices regarding this MOU shall be addressed to:-

In the case of ICSA: Chief Migration Officer
Immigration and Citizenship Services Authority
Central Government Office, Ground Floor (Tower A)
P. O. Box 1790
BOROKO
National Capital District

In the case of IPA : Managing Director
Investment Promotion Authority
IPA Haus, Konedobu
P.O. Box 5053
BOROKO
National Capital District

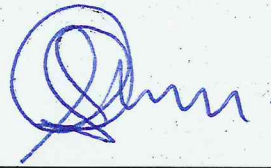
IN WITNESS WHEREOF the Parties have signed this Memorandum of Understanding on the
27th day April of 2022

Signed for and on behalf of the PNG
Immigration & Citizenship Service
Authority by the Chief Migration Officer

Signed for and on behalf of the
Investment Promotion Authority by the
Managing Director




STANIS HULAHAU
Chief Migration Officer



CLARENCE HOOT
Managing Director

In the presence of: Trevor H Sausia, C1-IPA PO Box 5053
BOROKO, NCD.

Name of Witness Trevor H Sausia } Signature of Witness 
Trevor H. Sausia (LLB)
Commissioner for Oaths

In the presence of: Bernadette Leahy Potine a Principal Legal
Officer of PNG Immigration Citizenship Service

Name of Witness Bernadette Potine } Signature of Witness

