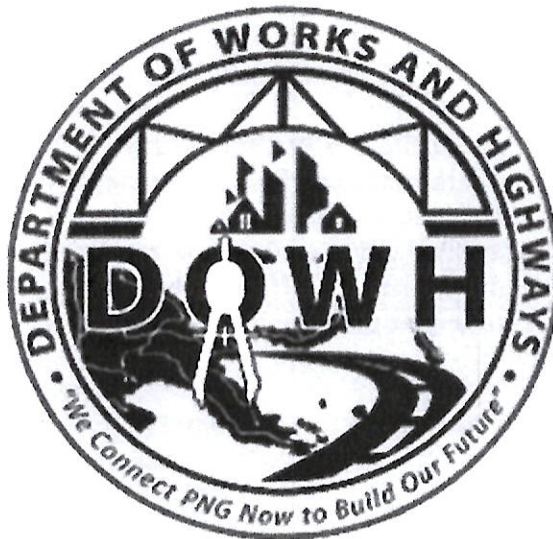
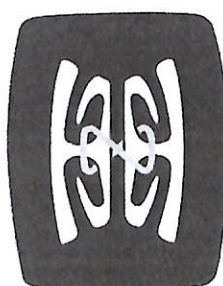


MEMORANDUM OF UNDERSTANDING

BETWEEN



AND



**PAPUA NEW GUINEA
UNIVERSITY OF
TECHNOLOGY**

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE DEPARTMENT OF WORKS AND HIGHWAYS
AND
THE PAPUA NEW GUINEA UNIVERSITY OF TECHNOLOGY**

Recitals

- A.) Department of Works & Highways (DoWH) is established by the Roads Management and Fund Act 2020 and is the sole Road Authority responsible for planning, managing, coordination, supervision and monitoring of all national roads; and
- B.) Papua New Guinea University of Technology (PNG UoT) is a recognized institution established under the Department of Higher Education Research Science and Technology (DHERST) is an authorized higher learning institution.

And the Parties agree as follows:

The Memorandum of Understanding (Memorandum) recognizes the responsibilities of the Parties and the Parties agree as follows;

1. The Parties

This Memorandum of Understanding is made and entered into by and between:

The Department of Works & Highways (DoWH), P. O. Box 1108 BOROKO, NCD. Waigani Drive, Boroko, National Capital District, ("Party A")

and

Papua New Guinea University of Technology (PNG UoT), Private Mail Bag, 411, Morobe Province, PNG ("Party B").

2. Background

The Parties wish to promote and foster accredited Engineering Technology, Business Studies and other Technical Trade Programs for the perceived high demand for education and training arising from the shortage of accommodation spaces at PNG UoT. Currently, many students meet entry requirement for the courses at PNG UoT but cannot be admitted due to lack of accommodation space.

On the other hand, Port Moresby is a big city with a very high economic advantage and a huge population of middle- and high-class workers. Parents are able to afford school fees for their children if the courses can be brought to the vicinity of their residential localities. Professionals can also pursue further studies while taking on their professional roles.

There is a high demand for PNG UoT courses in the country and the partnership is geared towards serving that demand in PNG. This partnership will create that enabling environment which both Parties have agreed to sign the Memorandum of Understanding.

3. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish a partnership between the Department of Works and Highways and the PNG University of Technology to create collaborative efforts in providing accessible education opportunities to the residents of National Capital District (NCD) and surrounding communities and other business organizations.

The partnership can evolve to meet industry and community demand when the interests and priorities of the Parties coincide and deemed to enhance the effectiveness of each Party for the benefit of their respective organizational interests.

4. Scope

The MOU covers but is not limited to the following area of interest from both Parties;

- A.) Provide a framework of partnership in addressing an expected high demand for PNG UoT courses in NCD and the surrounding communities.
- B.) Establish Graduate Development Program and learning pathway for all engineering and business management graduates of PNG UoT in to the DoWH Graduate Development Program. This includes all fields that are applicable to DOWH establishment needs.
- C.) Support and upgrade current training provided by Works Institute of Technology to meet market demand and technical standards where bridging pathways into PNG UoT is possible. The training includes all levels such as certificate, apprenticeship, diploma, degree, and master's programs.
- D.) Collaborate in relevant engineering and technological research activities and develop technical policies to improve and deliver quality building, road, and bridge design and standards.

5. Roles and Responsibilities

A.) Party A (DoWH) agrees to:

- 1. Make available training facility (building structure) and land space in DoWH Headquarters to be developed and used by PNG UoT to deliver its courses in NCD.
- 2. Scope and design training facilities for renovation and construction according to PNG UoT requirements and specifications.
- 3. Maintain the training facility (building structure), security and up keeping of the facility.
- 4. Provide training and development pathways for PNG UoT graduates in to the DoWH Graduate Development Program.

B.) Party B (PNG UoT) agrees to:

1. Fund the renovation and construction of training facility (building structure) and landscape.
2. Assist DoWH in relevant engineering and technological training and research activities.
3. Assist in the development of competency standards for the Works Institute of Technology
4. Provide bridging pathway to Works Institute of Technology graduates into PNG UoT Diploma programs.
5. Provide opportunities for DoWH workforce to participate in professional study programs offered by PNG UoT.
6. Formalize PNG UoT On the Job Training Program with DoWH.

6. Funding

- A.) The cost of renovation and maintenance of training facility (building structure) will be funded and managed by PNG UoT in collaboration with DoWH.
- B.) The Parties shall agree in writing should additional funding is required for the project.

7. Restrictions

- A.) The Training Facility should be used for the intended purpose as agreed to by both parties under this MOU.
- B.) All approved activities under this MOU must be in-compliance with all established legal and policy framework.

8. Terms

This MOU shall be effective from the date of execution by both Parties and shall remain in effect until terminated or modified by either party upon the mutual written consent of both Parties and reviewed annually to determine whether the terms and provisions are appropriate and current.

Either party may terminate this MOU upon 30 days of written notice to the other party if there is a breach of the MOU by the other party, or for any other reason agreed upon in writing by both Parties.

In the event that the MOU ceases, the Training Facilities and Resources established under this MoU will remain the property of DoWH.

9. Disputes

All disputes under this agreement are to be solved at the local level if practicable.

Should a dispute continue a formal written submission describing the details of the dispute should be routed from the originator through the appropriate chain of command to the head of whichever party raising the complaint for both Parties to convene and resolve the dispute.

Final disposition of the dispute lies within the head of either Parties or designee.

If no resolution can be reached, the parties may seek the services of a third party neutral.

10. Execution

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. This MOU may be executed in person or electronically, which shall be considered valid and binding.

By signing below, the parties acknowledge that they have read and understood this MOU and agree to be bound by its terms and conditions.

Authority

Party A (DoWH):

Signature: Date: 3 / 10 / 2023

Name: David Ruma Wereh, CMG, FIEPNG

Title: Secretary - Department of Works and Highways



Witness :

Signature: Date: 3 / 10 / 2023

Name: John Ame

Title: Executive Director (Corporate Services) - Department of Works and Highways

Party B (PNGUoT):

Signature: Date: 3 / 10 / 2023

Name: Professor Ora Renagi, OL

Title: Vice Chancellor/CEO - PNG University of Technology



Witness :

Signature: Date: 3 / 10 / 2023

Name: DR SAROZY SAROZY

Title: AVC