



MEMORANDUM OF UNDERSTANDING

Strategic Partnership and Joint Projects

BETWEEN

The Royal Solomon Islands Police Force, Rove Police Headquarters, Honiara, Solomon Islands ('The RSIPF')

and

Our Telekom, Point Cruz, Honiara, Solomon Islands ('Telekom').

PART 1 - INTRODUCTION

- 1.1 The parties wish to enter into a Memorandum of Understanding (MoU) in relation to a strategic partnership and joint projects which will assist the RSIPF through education, marketing, research, collaboration and operational outcomes, in support of their public service and social responsibility role. The RSIPF will assist Telekom by ensuring that Telekom contributions to the RSIPF capacity are acknowledged and publicised.
- 1.2 This MoU between the RSIPF and Telekom establishes a broad framework to assist the parties to facilitate;
 - entering into a strategic partnership; and
 - coordination on joint projects
- 1.3 The parties acknowledge that the strategic partnership will be in relation to specific agreed goals and specific negotiated joint projects.
- 1.4 This MoU is signed in a spirit of cooperation and nothing in this MoU is intended to have legal or binding effect or create a legally binding relationship between the parties.

THE PARTIES AGREE:

PART 2 – DEFINITIONS

2.1 In this MoU:

‘RSIPF’ means the Royal Solomon Islands Police Force

‘Confidential Information’ means information provided by or on behalf of a party to the other party, under this MoU that:

- a) is by its nature confidential, or commercial in confidence;
- b) is designated by the issuing party as confidential, or
- c) the receiving party knows or ought to know is confidential, but does not include information that;
 - 1. is or becomes readily available in the public domain other than as a result of a breach of this MoU or by any other unlawful means;
 - 2. is in the possession of the receiving Participant without restriction in relation to confidentiality, before the date of receipt from the issuing party;
 - 3. has been independently developed by the receiving party, or
 - 4. is obtained by the receiving party from a third party who is not under an obligation of confidentiality in respect of that information.

‘Intellectual Property’ means all copyright, all rights in relation to inventions, trademarks, designs, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

‘Project Agreement’ means an agreement governing the rights and obligations of each party in respect to any project agreed under this MoU and may be in the form of a contract, letter of exchange or otherwise.

‘Projects’ means research, collaboration, development projects in the telecommunications field, or other fields as agreed, including staff secondments and development activities.

PART 3 – STRATEGIC PARTNERSHIP AND PROJECTS

- 3.1 The parties agree to enter into a strategic partnership, the aim of which is to collaborate in areas of mutual benefit to both parties. This may include coordination of marketing opportunities, sharing of resources, human resource partnerships or other arrangements or innovations as proposed which support the purpose of this MoU.
- 3.2 Regular meetings will be conducted between the RSIPF and Telekom to provide opportunities for discussion on strategic projects and issues, including information on telecommunication developments, criminal threats and trends related to technology, training and community education on appropriate use of telecommunication systems.
- 3.3 Either party may propose a strategic arrangement, innovation or joint project under this MoU.
- 3.4 A party receiving a proposal shall promptly consider the proposal and will notify the other party of the suitability of the proposal.
- 3.5 Where a proposal is agreed, each party will nominate a project manager. The role of the project managers is to;
 - a) be the contact point for the party;
 - b) negotiate and settle the project details; and
 - c) draft the Project Agreement, which will set out the details of the project, including the background, objectives, expected duration, human and physical resource commitment, responsibilities, funding arrangement and intellectual property issues.
- 3.6 The terms of this MoU will apply to any Project agreed to in 3.5. Where there is any inconsistency between this MoU and the Project Agreement, the Project Agreement will prevail to the extent of that inconsistency only.

PART 4 – INFORMATION MANAGEMENT

- 4.1 The parties acknowledge that exchanges of information (including Personal Information and Confidential Information), pursuant to this MoU may involve information that is confidential and/or is subject to legislative requirements.
- 4.2 The parties will exchange information pursuant to this MoU in accordance with all applicable legislation.
- 4.4 The parties agree to:
 - a) ensure reasonably appropriate measures are in place to protect any confidential information provided by the other participant.
 - b) comply with any conditions, restrictions or caveat imposed by the other party in respect of the handling or disclosure of that party's confidential information.

- c) ensure employees who will be handling the other participant's confidential information are aware and comply with any specific arrangements agreed between the parties on dealing with information handling and security in relation to exchanges of information under this MoU.

4.5 Each party agrees not to disclose any confidential information relating to this MoU to any third party, without prior written approval from the other participant, unless the disclosure is directly related to a subpoena, warrant or other legislative obligation.

PART 5 – PUBLICITY AND MEDIA

- 5.1 All media and marketing in relation to the strategic partnership will be cleared by both strategic partnership lead representatives as detailed in Schedule 1 before circulation to media outlets.
- 5.2 Telekom agree not to use the RSIPF name or logo, suggest any endorsement of the RSIPF, or make any public announcement or media release about any aspect of this MoU or any Project Agreement, without the prior consent of the RSIPF.
- 5.3 The RSIPF agree not to use the Telekom name or logo, suggest any endorsement of the Telekom, or make any public announcement or media release about any aspect of this MoU or any Project Agreement, without the prior consent of Telekom.
- 5.4 By entering this MoU, neither party endorses the products or services of the other party.

PART 6 – INTELLECTUAL PROPERTY

- 6.1 Subject to contrary terms in a Project Agreement, ownership of Intellectual Property created under a Project Agreement, will remain with the party that created the Intellectual Property.

PART 7 – DURATION, TERMINATION AND DISPUTES

- 7.1 This MoU will take effect from the date of signing by both parties for a period of 2 years.
- 7.2 Either party may terminate this MoU by providing not less than 30 days notice.
- 7.3 This MoU may be varied or extended at any time by written agreement between the parties.
- 7.4 The parties agree to use all reasonable efforts and negotiate in good faith any differences that arise between them in conjunction with this MoU.

- 7.5 Attempts to resolve any differences will initially take place at the working level. Where differences are not able to be resolved, they will be referred to the representatives listed in Schedule 1.
- 7.6 Until such time as the difference is resolved, the parties agree that they will continue to discharge their obligations in accordance with the MoU to the extent of the difference.

PART 8 - SIGNATURES

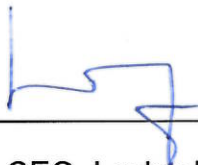
This MoU was signed in Honiara, Solomon Islands, by the below representatives of the parties;



Commissioner RSIPF, Frank Prendergast
Representative - RSIPF

29th July 2016



Date



Telekom CEO, Loyley Ngira
Representative - Our Telekom

29th July 2016

Date

witness dated 29th July 2016. 
witness dated 29th July 2016. 
29/7/16
Jan B. H. H.
Chief of Staff.

Schedule 1 – Representatives and contact details

Purpose	Party	Contact Details
Strategic Partnership	RSIPF	Commissioner RSIPF Frank Prendergast frank.prendergast@rsipf.gov.sb Ph: 22217
	Telekom	Telekom CEO Loyley Ngira loyley.ngira@telekom.com.sb Ph:
Dispute resolution	RSIPF	Commissioner RSIPF Frank Prendergast frank.prendergast@rsipf.gov.sb Ph: 22217
	Telekom	Telekom CEO Loyley Ngira loyley.ngira@telekom.com.sb Ph: