



MEMORANDUM OF UNDERSTANDING

between

**THE AUTONOMOUS BOUGAINVILLE
GOVERNMENT (ABG)**

and

**BOUGAINVILLE ECONOMIC DEVELOPMENT
CORPORATION LIMITED (BEDCL)**

**On Cooperation in the Planning, Coordination
and Implementation of the Bougainville
Economic Corridor Programme and the
Soraken Special Economic Zone.**

THIS MEMORANDUM OF UNDERSTANDING (the "MoU") is made on the 5 day of August 2026.

BETWEEN:

THE AUTONOMOUS BOUGAINVILLE GOVERNMENT, established pursuant to Part XIV of the Constitution of the Independent State of Papua New Guinea, the Organic Law on Peace-Building in Bougainville – Autonomous Bougainville Government and Bougainville Referendum, and the Bougainville Constitution, acting through the Department of Commerce, Trade, Industry and Economic Development, of P.O. Box 322, Buka, Autonomous Region of Bougainville, Papua New Guinea ("ABG");

AND:

BOUGAINVILLE ECONOMIC DEVELOPMENT CORPORATION LIMITED (BEDCL), a company incorporated under the Companies Act 1997 of Papua New Guinea, with its registered office at [insert registered address], Papua New Guinea ("**BEDCL**").

ABG and BEDCL are referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. The Autonomous Bougainville Government ("ABG") is established pursuant to Part XIV of the Constitution of the Independent State of Papua New Guinea, the Organic Law on Peace-Building in Bougainville – Autonomous Bougainville Government and Bougainville Referendum 2002, and the Bougainville Constitution, and through the Department of Commerce, Trade, Industry and Economic Development ("DCTIED"), is responsible for promoting commerce, trade, industry, investment and economic development within the Autonomous Region of Bougainville.
- B. Bougainville Economic Development Corporation Limited ("BEDCL") is a company incorporated under the Companies Act 1997 and is mandated by the Bougainville Executive Council to support the implementation of strategic economic development initiatives, including the Bougainville Economic Corridor Programme (BECP) and the development of Special Economic Zones (SEZs).
- C. The Parties acknowledge that Bougainville Executive Council Decision No. 52 of 2023 established the Special Economic Zone Secretariat within the Department of Commerce, Trade, Industry and Economic Development as the lead government agency responsible for coordinating the development of Special Economic Zones in Bougainville.
- D. The Parties recognise the Bougainville Economic Corridor Programme as a strategic initiative to promote sustainable economic growth, investment, industrial development, infrastructure development, agriculture, fisheries, tourism and employment opportunities throughout the Autonomous Region of Bougainville.
- E. The Parties acknowledge that the Soraken Special Economic Zone has been identified as the flagship pilot Special Economic Zone for Bougainville and is intended to serve as the model for the planning, development and implementation of future Special Economic Zones throughout the Autonomous Region of Bougainville.

- F. The Parties recognise that effective implementation of the Bougainville Economic Corridor Programme and the Soraken Special Economic Zone requires close cooperation between the Autonomous Bougainville Government and Bougainville Economic Development Corporation Limited through coordinated planning, investment facilitation, project implementation and stakeholder engagement.
- G. The Parties enter into this Memorandum of Understanding to establish a framework for cooperation, coordination and collaboration in the implementation of the Bougainville Economic Corridor Programme, commencing with the Soraken Special Economic Zone, and other mutually agreed strategic economic development initiatives.

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Memorandum of Understanding, unless the context otherwise requires:

"ABG" means the Autonomous Bougainville Government acting through the Department of Commerce, Trade, Industry and Economic Development.

"BECPP" means the Bougainville Economic Corridor Programme, being the Government's strategic programme for promoting sustainable economic growth, investment, infrastructure development, industrialisation and inclusive economic development throughout the Autonomous Region of Bougainville.

"BEDCL" means Bougainville Economic Development Corporation Limited, a company incorporated under the *Companies Act 1997* of Papua New Guinea.

"BEC" means the Bougainville Executive Council.

"DCTIED" means the Department of Commerce, Trade, Industry and Economic Development of the Autonomous Bougainville Government.

"Economic Node" means a strategically designated geographic area identified for coordinated economic development under the Bougainville Economic Corridor Programme, including the establishment of a Special Economic Zone.

"Joint Steering Committee" means the committee established under this Memorandum of Understanding to oversee, coordinate and monitor its implementation.

"Parties" means collectively the Autonomous Bougainville Government and Bougainville Economic Development Corporation Limited, and **"Party"** means either one of them.

"SEZ" means a Special Economic Zone established or proposed to be established within the Autonomous Region of Bougainville in accordance with applicable laws and Government policy.

"SEZ Secretariat" means the Special Economic Zone Secretariat established within the Department of Commerce, Trade, Industry and Economic Development pursuant to Bougainville Executive Council Decision No. 52 of 2023.

"Soraken SEZ" means the Soraken Special Economic Zone, being the flagship pilot Special Economic Zone under the Bougainville Economic Corridor Programme and the initial implementation project contemplated under this Memorandum of Understanding.

1.1. Interpretation

In this MoU, unless the context otherwise requires:

- a) a reference to a law includes that law as amended, re-enacted, or replaced from time to time;
- b) headings are for convenience only and do not affect interpretation;
- c) words importing the singular include the plural and vice versa;
- d) words importing a gender include every gender;
- e) a reference to a person includes a body corporate, government, or statutory authority;
- f) references to Sections or Clauses are references to sections or clauses of this MoU; and
- g) this MoU shall be interpreted consistently with the Constitution of the Independent State of Papua New Guinea, the Organic Law on Peace-Building in Bougainville – Autonomous Bougainville Government and Bougainville Referendum, the Bougainville Constitution, and applicable laws of Papua New Guinea and Bougainville.

2. PURPOSE

2.1. The purpose of this Memorandum of Understanding is to establish a framework for cooperation between the Autonomous Bougainville Government, through the Department of Commerce, Trade, Industry and Economic Development, and Bougainville Economic Development Corporation Limited for the planning, coordination, implementation and promotion of the Bougainville Economic Corridor Programme.

2.2. The Parties agree to collaborate in the development and implementation of the Soraken Special Economic Zone as the flagship pilot Special Economic Zone under the Bougainville Economic Corridor Programme and to establish the governance, institutional and operational framework for the progressive development of future Special Economic Zones throughout the Autonomous Region of Bougainville.

2.3. The Parties further acknowledge that this Memorandum of Understanding is intended to facilitate coordinated action, information sharing, strategic planning, investment promotion and stakeholder engagement in support of sustainable economic development, industrialisation and inclusive economic growth within the Autonomous Region of Bougainville.

3. OBJECTIVES

The objectives of this Memorandum of Understanding are to:

- 3.1. establish** a collaborative framework between the Parties for the effective planning, coordination, implementation and promotion of the Bougainville Economic Corridor Programme;
- 3.2. facilitate** the planning, development and implementation of the Soraken Special Economic Zone as the flagship pilot Special Economic Zone under the Bougainville Economic Corridor Programme;

- 3.3. promote investment, trade, commerce, industrialisation and sustainable economic development within the Autonomous Region of Bougainville;
- 3.4. strengthen institutional cooperation and coordination between the Parties in the planning, delivery and management of strategic economic development initiatives;
- 3.5. facilitate the mobilisation of financial, technical and strategic partnerships to support the implementation of the Bougainville Economic Corridor Programme and Special Economic Zones;
- 3.6. promote the participation of customary landowners, local communities, women, youth, cooperatives, small and medium enterprises, and the private sector in economic development initiatives;
- 3.7. establish an effective governance and implementation framework for the Soraken Special Economic Zone that may serve as a model for the progressive development of future Special Economic Zones throughout the Autonomous Region of Bougainville; and
- 3.8. foster sustainable, inclusive and environmentally responsible economic development that contributes to long-term economic growth and improved livelihoods for the people of Bougainville.

4. SCOPE OF COOPERATION

- 4.1. Subject to the terms of this Memorandum of Understanding, the Parties shall cooperate in the planning, coordination, implementation and promotion of the Bougainville Economic Corridor Programme and the development of Special Economic Zones within the Autonomous Region of Bougainville.
- 4.2. Without limiting clause 4.1, the Parties shall collaborate in the following areas:
 - 4.2.1. Bougainville Economic Corridor Programme

The Parties shall cooperate in the administration, coordination and implementation of the Bougainville Economic Corridor Programme as the strategic framework for promoting sustainable economic growth, investment, trade, industrialisation and regional economic development throughout the Autonomous Region of Bougainville.

4.2.2. Soraken Special Economic Zone

The Parties shall collaborate in the planning, development, establishment and implementation of the Soraken Special Economic Zone as the flagship pilot Special Economic Zone under the Bougainville Economic Corridor Programme.

4.2.3. Development of Future Special Economic Zones

The Parties shall cooperate in developing governance, institutional and operational frameworks to facilitate the progressive establishment and implementation of future Special Economic Zones throughout North, Central and South Bougainville, building upon the experience and lessons derived from the Soraken Special Economic Zone.

4.2.4. Infrastructure and Industrial Development

The Parties shall cooperate in identifying, facilitating and promoting strategic infrastructure, logistics, industrial, transport, energy and related development projects necessary to support

the implementation and long-term sustainability of the Bougainville Economic Corridor Programme and Special Economic Zones.

4.2.5. Investment Promotion and Strategic Partnerships

The Parties shall cooperate in promoting domestic and foreign investment, facilitating public-private partnerships, mobilising financial and technical resources, and engaging development partners to support economic development initiatives under this Memorandum of Understanding.

4.2.6. Community and Landowner Participation

The Parties shall promote the meaningful participation of customary landowners, local communities, women, youth, cooperatives, small and medium enterprises and other stakeholders in the planning, implementation and operation of the Bougainville Economic Corridor Programme and Special Economic Zones.

4.2.7. Institutional Cooperation and Capacity Building

The Parties shall cooperate in information sharing, technical assistance, policy development, institutional strengthening, research, training and other capacity-building initiatives necessary to achieve the objectives of this Memorandum of Understanding.

5. ROLES AND RESPONSIBILITIES

5.1. Responsibilities of the Autonomous Bougainville Government

The Autonomous Bougainville Government, through the Department of Commerce, Trade, Industry and Economic Development, shall:

- a) provide strategic policy direction and oversight for the implementation of the Bougainville Economic Corridor Programme and the development of Special Economic Zones;
- b) facilitate the development of legislative, regulatory and institutional frameworks necessary to support the implementation and operation of the Bougainville Economic Corridor Programme and Special Economic Zones;
- c) coordinate and collaborate with relevant Autonomous Bougainville Government departments, the National Government, statutory authorities, development partners and other stakeholders to support the implementation of this Memorandum of Understanding;
- d) facilitate engagement with the Special Economic Zone Authority and other relevant agencies to ensure compliance with applicable laws, policies and regulatory requirements governing Special Economic Zones;
- e) support investment promotion and facilitate government approvals, permits and regulatory processes, where appropriate;
- f) promote stakeholder consultation and engagement with customary landowners, local communities, private sector participants and other interested stakeholders;

- g) monitor and evaluate the implementation of this Memorandum of Understanding and provide strategic guidance through the governance arrangements established under this Memorandum; and
- h) perform such other functions as may be agreed by the Parties from time to time.

5.2. Responsibilities of Bougainville Economic Development Corporation Limited

Bougainville Economic Development Corporation Limited shall:

- a) lead the planning, coordination and implementation of the Bougainville Economic Corridor Programme and the development of the Soraken Special Economic Zone, subject to applicable laws and Government approvals;
- b) develop and implement project plans, business cases, investment strategies and implementation frameworks necessary for the delivery of projects under this Memorandum of Understanding;
- c) mobilise financial resources, technical expertise, strategic partnerships and investment opportunities to support the implementation of the Bougainville Economic Corridor Programme and Special Economic Zones;
- d) facilitate the planning and development of infrastructure, industrial, commercial and investment projects necessary to support the objectives of this Memorandum of Understanding;
- e) engage with customary landowners, local communities, investors, development partners and other stakeholders in the implementation of projects under this Memorandum of Understanding;
- f) prepare and submit progress reports, financial reports and implementation updates to the Joint Steering Committee at intervals agreed by the Parties;
- g) promote sustainable, inclusive and environmentally responsible economic development practices in the implementation of projects under this Memorandum of Understanding; and
- h) perform such other functions as may be agreed by the Parties from time to time.

5.3. Joint Responsibilities

The Parties shall jointly:

- a) cooperate in good faith to achieve the objectives of this Memorandum of Understanding;
- b) share relevant information, technical knowledge and expertise, subject to applicable laws and confidentiality requirements;
- c) consult regularly on matters affecting the implementation of this Memorandum of Understanding;
- d) identify opportunities for collaboration, investment and strategic partnerships that advance the objectives of the Bougainville Economic Corridor Programme and Special Economic Zones;
- e) support effective governance, transparency, accountability and stakeholder participation in the implementation of this Memorandum of Understanding; and
- f) undertake such other collaborative activities as may be mutually agreed by the Parties.

6. GOVERNANCE ARRANGEMENTS

6.1. Joint Steering Committee

The Parties shall establish a Joint Steering Committee ("JSC") to provide strategic oversight, coordination and monitoring of the implementation of this Memorandum of Understanding.

6.2. Composition

The JSC shall comprise representatives appointed by each Party and may include representatives from relevant Autonomous Bougainville Government departments, agencies or other stakeholders, as agreed by the Parties.

6.3. Functions

The functions of the JSC shall include:

- a) providing strategic direction for the implementation of this Memorandum of Understanding;
- b) overseeing the planning, coordination and implementation of activities undertaken pursuant to this Memorandum of Understanding;
- c) reviewing implementation progress and performance against the objectives of this Memorandum of Understanding;
- d) facilitating cooperation and coordination between the Parties and relevant stakeholders;
- e) considering and making recommendations on implementation priorities, work plans and resource requirements;
- f) identifying implementation risks and recommending appropriate mitigation measures;
- g) considering any disputes or issues arising from the implementation of this Memorandum of Understanding before they are referred for resolution under Clause 9; and
- h) performing such other functions as may be agreed by the Parties.

6.4. Meetings

The JSC shall meet at least quarterly, or at such other times as may be agreed by the Parties.

6.5. Decisions

The JSC shall endeavour to make its decisions by consensus. Where consensus cannot be reached, the matter shall be referred to the Parties for consultation and resolution.

6.6. Secretariat

The Department of Commerce, Trade, Industry and Economic Development, through the Special Economic Zone Secretariat, shall provide secretariat and administrative support to the JSC, including the coordination of meetings, preparation of agendas and minutes, and the maintenance of records.

6.7. Reporting

BEDCL shall submit quarterly implementation reports to the JSC detailing progress on the implementation of the Bougainville Economic Corridor Programme and the Soraken Special Economic Zone, including key achievements, challenges, financial status and proposed actions. The JSC may make recommendations to the Parties arising from such reports.

6.8. Review

The Parties shall undertake an annual review of the implementation of this Memorandum of Understanding through the JSC to assess progress towards its objectives and identify opportunities for improvement.

7. IMPLEMENTATION FRAMEWORK

7.1. General Implementation

The Parties shall implement this Memorandum of Understanding through coordinated planning, consultation and collaboration, in accordance with the objectives and scope of cooperation set out herein.

7.2. Initial Implementation Phase

The Parties acknowledge that the initial implementation phase of this Memorandum of Understanding shall focus on the planning, development and implementation of the Soraken Special Economic Zone as the flagship pilot project under the Bougainville Economic Corridor Programme.

7.3. Implementation Plans

The Parties may jointly develop annual work plans, implementation schedules and priority activities to facilitate the effective implementation of this Memorandum of Understanding. Such work plans may identify agreed activities, responsibilities, timelines and expected outcomes.

7.4. Project-Specific Arrangements

Where necessary, the Parties may enter into separate project agreements, implementation plans or other written arrangements for specific projects or activities undertaken pursuant to this Memorandum of Understanding. Such arrangements shall be consistent with, and form part of, the implementation framework established under this Memorandum of Understanding.

7.5. Coordination

The Parties shall cooperate in coordinating their respective activities, resources and stakeholder engagement to promote the efficient implementation of projects undertaken under this Memorandum of Understanding and to avoid unnecessary duplication of effort.

7.6. Monitoring and Review

Implementation progress shall be monitored through the governance arrangements established under Clause 6. The Parties shall periodically review implementation progress,

identify constraints and opportunities, and agree on appropriate corrective measures where necessary.

7.7. Progressive Expansion

Subject to Government approval, stakeholder consultation, customary landowner participation and the availability of resources, the Parties may progressively extend the implementation of the Bougainville Economic Corridor Programme to additional Special Economic Zones and strategic economic nodes throughout the Autonomous Region of Bougainville, taking into account the experience, governance arrangements and lessons learned from the implementation of the Soraken Special Economic Zone.

8. STRATEGIC PRINCIPLES

In implementing this Memorandum of Understanding, the Parties agree to be guided by the following strategic principles:

8.1. Partnership and Collaboration

The Parties shall work collaboratively in good faith, recognising that effective partnership, mutual trust and shared responsibility are essential to achieving the objectives of this Memorandum of Understanding.

8.2. Sustainable Economic Development

The Parties shall promote sustainable, inclusive and resilient economic development that contributes to long-term economic growth, employment creation and improved livelihoods for the people of Bougainville.

8.3. Integrated Economic Development

The Parties recognise that the Bougainville Economic Corridor Programme and Special Economic Zones shall promote integrated economic development by coordinating agriculture, fisheries and marine resources, industry, trade, tourism, infrastructure, renewable energy and other strategic sectors to maximise economic opportunities and regional development. This principle reflects the integrated development approach envisaged under the Bougainville Economic Corridor Programme.

8.4. Customary Landowner and Community Participation

The Parties acknowledge the importance of meaningful engagement with customary landowners, local communities, women, youth, cooperatives, small and medium enterprises and the private sector in the planning, implementation and operation of projects undertaken pursuant to this Memorandum of Understanding.

8.5. Good Governance and Accountability

The Parties shall promote transparency, accountability, sound governance and responsible decision-making in implementing this Memorandum of Understanding.

8.6. Investment and Private Sector Development

The Parties shall encourage domestic and international investment, strategic partnerships and public-private collaboration to support the implementation of the Bougainville Economic Corridor Programme and the development of Special Economic Zones.

8.7. Environmental Sustainability

The Parties shall encourage environmentally responsible development and climate-resilient practices in the planning and implementation of projects undertaken pursuant to this Memorandum of Understanding.

8.8. Respect for Laws and Government Policies

The Parties shall implement this Memorandum of Understanding in accordance with applicable laws, Government policies and approved development strategies of the Autonomous Bougainville Government.

9. FINANCIAL ARRANGEMENTS

- 9.1.** This Memorandum of Understanding does not, of itself, create any financial obligation or commitment on either Party to provide funding to the other Party.
- 9.2.** Each Party shall bear its own costs and expenses incurred in the performance of its respective roles and responsibilities under this Memorandum of Understanding, unless otherwise agreed in writing by the Parties.
- 9.3.** The implementation of activities, programmes and projects under this Memorandum of Understanding shall be subject to the availability of funds, budgetary appropriations and any necessary approvals required under applicable laws and government financial management policies.
- 9.4.** Where the Parties agree to jointly undertake a specific project or activity requiring financial contributions, such funding arrangements shall be documented in a separate written agreement, project implementation agreement, funding agreement or other appropriate instrument, setting out the respective financial obligations of the Parties.
- 9.5.** The Parties may jointly identify and pursue funding opportunities from the Autonomous Bougainville Government, the National Government, development partners, donor agencies, financial institutions, private sector investors and other lawful sources to support the implementation of activities under this Memorandum of Understanding.
- 9.6.** All funds received or expended in connection with activities undertaken pursuant to this Memorandum of Understanding shall be managed and accounted for in accordance with the applicable laws, financial management policies and accountability requirements of the Party responsible for administering those funds.
- 9.7.** Nothing in this Memorandum of Understanding shall be construed as authorising either Party to incur financial liabilities or commitments on behalf of the other Party without that Party's prior written consent.

10. NON-BINDING EFFECT

Except for Clauses 13 (**Confidentiality and Public Communications**), 15 (**Dispute Resolution**), 18 (**Notices**), and 19 (**Governing Law**), which the Parties intend to be legally binding, this Memorandum of Understanding records the intentions of the Parties and does not create legally enforceable obligations.

11. AMENDMENT

This MoU may be amended only by written agreement signed by the Parties.

12. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in the performance of its obligations under this MoU due to events beyond its reasonable control, including but not limited to natural disasters, war, civil unrest, or other acts of God.

13. CONFIDENTIALITY AND PUBLIC COMMUNICATIONS

- 13.1. Each Party shall maintain the confidentiality of any sensitive or confidential information exchanged in connection with this MoU, in accordance with applicable laws.
- 13.2. Neither Party shall disclose this MoU to any third party without the prior written consent of the other Party, except where disclosure is required by law.
- 13.3. The Parties shall consult and agree before disclosing any information relating to this MoU or activities conducted under it, including any public or media disclosures.
- 13.4. Each Party shall ensure that its officers, employees, and agents do not disclose information relating to this MoU or activities conducted under it on social media or other public platforms without appropriate authorisation.

14. CONFLICT OF INTEREST

- 14.1. Each Party shall act with integrity and transparency in the performance of its obligations under this MoU and shall promptly disclose in writing to the other Party any actual, potential, or perceived conflict of interest.
- 14.2. Each Party shall take reasonable steps to ensure that its officers, employees, contractors and agents avoid any activity or interest that could improperly influence, or be perceived to influence, the fair, transparent and objective implementation of this Memorandum of Understanding or any activities undertaken pursuant to it.
- 14.3. Where a conflict of interest arises, the affected Party shall notify the other Party as soon as practicable, and the Parties shall consult and agree on appropriate measures to manage or resolve the conflict.
- 14.4. A failure to disclose or appropriately manage a conflict of interest may be treated as a material breach of this MoU, subject to the termination provisions of this MoU.

15. DISPUTE RESOLUTION

- 15.1.** If the dispute cannot be resolved through consultation, the Parties may agree to refer the dispute to mediation on terms agreed between them.
- 15.2.** If the dispute remains unresolved, either Party may refer the dispute to the courts of Papua New Guinea.
- 15.3.** Notwithstanding the existence of a dispute, the Parties shall continue to perform their respective obligations under this MoU, to the extent reasonably practicable, unless otherwise agreed.

16. RELATIONSHIP OF THE PARTIES

- 16.1.** Nothing contained in this Memorandum of Understanding shall be construed as creating or constituting a partnership, joint venture, agency, employment relationship or other legal association between the Parties.
- 16.2.** Except as expressly provided in this Memorandum of Understanding or otherwise agreed in writing, neither Party has the authority to act for, represent, bind or incur any obligation or liability on behalf of the other Party.
- 16.3.** Each Party shall remain an independent entity and shall be solely responsible for the performance of its respective functions, powers, duties and obligations under this Memorandum of Understanding.
- 16.4.** Nothing in this Memorandum of Understanding shall be construed as creating any legally enforceable rights or obligations between the Parties, except where the Parties expressly agree in writing that a particular provision is intended to be legally binding.

17. TERM

- 17.1.** This Memorandum of Understanding shall commence on the date of execution by both Parties and shall remain in force for five (5) years unless earlier terminated in accordance with this Memorandum of Understanding.
- 17.2.** The Parties may extend this Memorandum of Understanding by mutual written agreement.

18. TERMINATION

- 18.1.** Either Party may terminate this MoU by giving not less than two (2) months' written notice to the other Party. Upon termination, the Parties shall cooperate in good faith to ensure an orderly transition, including the handover of operational responsibilities, records, and access, and the resolution of any outstanding matters relating to assets, personnel, and ongoing liabilities.

19. NOTICES

- 19.1.** Any **notice** or other communication under this MoU shall be in writing and may be given by hand delivery, registered mail, recognised courier service, or electronic mail.

19.2. Notices to the Parties shall be sent to the following addresses or such other **address** as may be notified in writing from time to time:

- a) Autonomous Bougainville Government
Alex Kerangapuna
Secretary, Department of Commerce, Trade, Industry and Economic Development
PO BOX 322
Autonomous Region of Bougainville
Email: alex.kerang@gmail.com
Phone: +675 73122054
- b) Bougainville Economic Development Corporation Limited
Louta Atoi
Chairman
PO Box
Autonomous Region of Bougainville
Email: chairman@sidcl.com.pg, loutatoi2019@gmail.com
Phone: +675 7231 1864

19.3. A Party may change its contact details for notices by giving written notice to the **other** Party. Any change shall take effect five (5) business days after the notice is received.

19.4. A **notice** shall be taken to have been received:

- a) if delivered by hand, on the date of delivery;
- b) if sent by registered mail or courier, on the date of receipt as confirmed by the service provider; or
- c) if sent by electronic mail, on the date of receipt confirmation or, if sent outside normal business hours, on the next business day.

19.5. All notices and communications under this MoU shall be in the English language.

20. GOVERNING LAWS

This MoU shall be governed by and construed in accordance with the laws of Papua New Guinea including applicable Bougainville laws, and the Parties submit to the jurisdiction of the courts of Papua New Guinea.

21. EXECUTION

22. In WITNESS WHEREOF, the participants hereto executed this **MoU** as of the date above written;

Signed for and on behalf of:

Autonomous Bougainville Government



Alex Kerangapuna
Secretary, Department of Commerce, Trade,
Industry & Economic Development

Signed for and on behalf of:

**Bougainville Economic Development
Corporation Limited**



Atoi Louta
Chairman

Witnessed by:


Name & Signature of Witness
Hon. Robin Wilson


Name & Signature of Witness
Hon. Peter Jr Tsiamalili