

MEMORANDUM OF AGREEMENT

BETWEEN

PAPUA NEW GUINEA CUSTOMS SERVICE



AND

.....
**RELATING TO THE SECURITY, USE AND MAINTENANCE OF
AN ELECTRONIC DATA INTERCHANGE FACILITY BEING THE
AUTOMATED SYSTEM FOR CUSTOMS DATA (ASYCUDA)**

MEMORANDUM OF AGREEMENT

PREAMBLE

Recognizing that the development and upgrade of the Automated System for Customs Data (ASYCUDA) is necessary for the enhancement of the Customs Import and Export Entry processing and Clearance system, thus providing greater benefit for both the importer and exporter in reducing transaction time.

Acknowledging that to establish and maintain the highest possible level of security against tampering and other such abuse is necessary to ensure the integrity of the ASYCUDA system in achieving its purpose and objectivity.

Ensuring that every effort is made by Registered Users to take appropriate steps to meet Customs requirements in order to sustain the vitality of the system through adherence to the Terms and Conditions outlined in this Agreement.

NOW THIS MEMORANDUM OF AGREEMENT WITNESSES as follows:

1. Interpretation

"ASYCUDA" means the automated system currently used by Customs for import and export clearances.

"Confidential or Restricted Data" includes any information or data stored electronically and subject to legal or other protection or subject to other restrictions from being divulged or accessed publicly.

"Customs" means the Papua New Guinea Customs Service.

"Parties" means persons or entities who enter into this Agreement.

"Registered User" means a person or entity who requires the use of the Customs Computer Service under Section 195 of the Customs Act and has complied with all requirements of subscription to the Customs Computer Service and has been granted use of the Customs Computer Service accordingly.

"This Memorandum of Agreement" includes Customs Laws and Regulations that are specifically referred to in this Agreement.

"ASYCUDA Module" means the ASYCUDA client software package that has been installed in Registered Users' computers.

2. Parties

This Memorandum of Agreement (herein after referred to as "this Agreement") is entered into between the Papua New Guinea Customs Service and who is a Principal under whose authority and control a Registered User operates or who is a Registered User.

3. Purpose and Application

- a) This Memorandum of Agreement formalizes the agreement by the Customs with the named Principal or Registered User for the issuing and use of an ASYCUDA Module (herein after referred to as "the Module") for any authorized customs transaction.
- b) From the date of entry into force of this Agreement, it shall have effect to the exclusion of all existing agreements or arrangements dealing with Customs automation unless otherwise specified by the Chief Commissioner of Customs.

4. Terms and Conditions

1. Customs may, upon being satisfied that the Registered User has fulfilled all statutory requirements under the Customs Act and Regulations:-
 - a) Issue the ASYCUDA Module at no cost; and
 - b) Provide appropriate training for the proper use of the Module; and
 - c) Assist in fixing minor technical problems associated with the Module that may occur from time to time; and
 - d) Ensure that database updates are regularly carried out to reflect changes to reference tables, currency exchange rates, tariff rates and other information updates that are necessary; and
 - e) Undertake periodic assessments of the performance and compliance levels of all Registered Users; and
 - f) Undertake to ensure that the right of access to the system by a Registered User is immediately withdrawn on the basis of evidence of a lack of integrity, serious breach of Customs laws or where the party is guilty of a serious criminal offence.

2. A Principal or Registered User, upon being issued the ASYCUDA Module, shall:

- a) Ensure proper use and security of the Module in accordance with the provisions of this Memorandum of Agreement; and
- b) Use the Customs Dial-in and VPN Services, where the Registered User of the Module intends to deal with Confidential and or Restricted data; and
- c) Ensure that issued passwords for accessing the ASYCUDA system are for use only by the Registered User and shall not be divulged to other persons; and
- d) Regularly run virus scans of their host systems using the most modern Anti-Virus software and ensure that virus definitions are kept up-to-date; and
- e) Use operating systems that are current and compatible with the ASYCUDA operating system with Application Patches applied; and
- f) Not allow the copying or distribution of the Module to a person or entity who is not a party to this Memorandum of Agreement; and
- g) Ensure that the Module is used purely for transacting business for its clients in the preparation and transmission of manifests, and import / export declarations for the purpose of complying with the Customs Act and any other domestic laws governing the importation and exportation of goods to and from Papua New Guinea; and
- h) Comply with all security requirements set by the Customs in respect of the Use of User and Passwords to have access to the ASYCUDA system; and
- i) Not attempt to or interfere with the ASYCUDA system in a manner that may cause the system to become dysfunctional whether with or without the intent of committing fraud.

5. Security and Confidentiality of Information

The Parties undertake to strictly adhere to the relevant requirements for security and confidentiality of information supplied or exchanged under this Agreement by ensuring that, information that is of a restricted or confidential nature, or is obtained from a source that is classified as restricted or confidential, shall not be divulged to another party, or out into another use, other than for the purpose for which it has been obtained.

6. Review and Variation

This Memorandum of Agreement may be reviewed and or varied from time to time when deemed necessary by either party. A request for such review or variation must be communicated in writing to the other party whilst stating the reasons for such review or variation.

7. Commencement and Termination

- a) This Agreement shall come into effect from the date of signing from the authorized persons representing Customs and the Registered User.
- b) This Agreement may only be terminated when it is no longer deemed necessary and applicable and every step must be taken to ensure the continued security and confidentiality of all information that has been allowed to be accessed during the course of this Agreement.

8. Execution

Dated in _____ this _____ day of _____ 20____.
(Name of Port)

Name: _____
Registered User (Sign here)

Name: _____ for and on behalf of _____ as **Principal**.

David Towe
Chief Commissioner Customs

(Sign here)