



REQUEST FOR PROPOSAL

TO:

SUITABLY QUALIFIED CONSULTANTS

RFP No. OFMP 1/16

DATE: 19th August 2016

SUBJECT: REQUEST FOR PROPOSALS FOR OFMP2 PROJECT VISIBILITY AND DIGITAL OUTREACH SUPPORT

Interested parties are invited to submit a proposal in response to the attached request for proposals for project visibility and digital outreach support for the FFA/GEF Oceanic Fisheries Management Project 2.

To enable you to submit a Request for Proposal (RFP) for this work, please find enclosed:

Annex I: Instructions to bidders

Annex II: Terms of Reference, containing a description of FFA's requirements for which these services are being sought

Annex III: FFA Standard Conditions of Contract

This request is not to be construed in any way as an offer to contract to any specific party.

James T. Movick
Director General

Annex I

Instruction to Bidders

RFP No: OFMP 1/16

REQUEST FOR PROPOSALS FOR OFMP 2 PROJECT VISIBILITY AND DIGITAL OUTREACH SUPPORT

1. Submission of Proposals

1.1. All proposals submitted together with all correspondence and related documents shall be in English.

If any of the supporting documentation or printed literature is in any other language, a written translation of the document in English should also be provided. In such case the interpreted document will be used for processing and evaluation purposes.

1.2. All prices in the proposals must be presented in US Dollars (USD).

1.3. The deadline for submission of proposals is 5.00pm on Friday 2nd September, 2016. Any proposal received after this date will not be considered. FFA may, at its discretion, extend the deadline for the submission of proposals by notifying all prospective bidders in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by FFA on its own initiative or in response to a clarification requested by a prospective bidder.

1.4. In submitting a proposal, interested parties should demonstrate a clear understanding of the Terms of Reference (TOR) as set out, with appropriate explanatory comments, proposed timelines for implementation and delivery of the required work.

1.5 The successful bidder will be required to sign an FFA standard contract for the delivery of services. The FFA Standard Conditions for Contract are not negotiable.

1.5. The proposal should also include:

- i. A cover letter outlining proposed methodology and time lines for undertaking the assignment as per the Terms of Reference (Annex II);
- ii. A maximum of 10 pages of information on the CVs of the personnel proposed to complete the work, the background and relevant experience of the consultants or agency proposed to complete the work as well as a summary and links/evidence of similar or related work.
- iii. A separately enclosed financial proposed providing a detailed cost summary for the implementation of the work.

2. Period of validity of proposals

2.1. Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by FFA, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by FFA on the grounds that it is non-responsive.

2.2. In exceptional circumstances, FFA may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify its Proposal.

3. Outputs required

The consultant will be expected to produce 3 main outputs:

1. An updated, interactive and engaging project site with links across a range of online platforms, in keeping with the communications goals of the project.
2. A capable and active network of subregional content providers providing a range of multi-media content supporting the goals of the project.
3. Efficient and timely reporting updates on information products collated and published, with analysis on user access and engagement to ensure relevance for users and identify content gaps and trends.

4. Evaluation Criteria

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal reviewed and compared. The financial proposal will only be reviewed for submissions that have passed the minimum technical score of 70% of the total obtainable score in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the competency requirements as detailed in the evaluation criteria matrix.

Competency Requirements	Score (%)
Demonstrated understanding of assignment terms of reference and the associated complexities of the work	30
Qualifications and experience of the consultant(s)	30
Proposed methodology and response to the terms of reference and any associated relevant experience.	40
Total Score	100%

Qualification Score	70%
----------------------------	------------

In the Second Stage, the financial proposal of all bidders, who have attained a minimum of 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder(s) offering the best value for money taking in account the accumulative scores of technical and financial assessment.

5. Financial Proposals

The financial proposal should be submitted as a separate document and not included as part of the technical proposal. Financial proposals should provide a budget for the project including professional fees, travel and accommodation and any other costs associated with the completion of this work.

6. Requests for further information

Queries or questions are to be emailed to the FFA OFMP2 Chief Technical Advisor Hugh Walton: hugh.walton@ffa.int FFA reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such action.

8. FFA's right to vary requirements at time of award.

FFA reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in unit price or other terms and conditions.

9. Closing date for proposals

Proposals should be emailed to procurement@ffa.int with the subject line or heading "CP01/1617: OFMP2 Visibility and Digital Outreach Support"

All proposals must be received by FFA before 5.00pm Honiara Time, Friday, 2 September, 2016.

10. Timing of the work

FFA will ensure prompt selection of the consultant team, and the consultant should be ready to mobilise soon thereafter. A total up to five (5) days a month is likely to be required to undertake this work. An initial contract covering a maximum of sixty (60) days for an initial 12 month period will be offered. This will be renewable subject to review and agreement between the parties.



TERMS OF REFERENCE

RFP No: OFMP 1/16

REQUEST FOR PROPOSALS FOR OFMP2 PROJECT VISIBILITY AND DIGITAL OUTREACH SUPPORT

A. Background

The GEF/FFA OFPMP2

Commencing in July 2015, the GEF Oceanic Fisheries Management Project 2 is now in the early stages of implementation, managed by UNDP and FAO and implemented by the Pacific Island Forum Fisheries Agency. The Project Objective is to support Pacific SIDS in meeting their obligations to implement & effectively enforce global, regional & sub-regional arrangements for the conservation & management of transboundary oceanic fisheries thereby increasing sustainable benefits derived from these fisheries.

In achieving this objective, the Project has three technical components, which are specifically designed to address the project objective with outcomes at three levels, regional, sub-regional and national, plus a component designed to provide for stakeholder participation and knowledge management, and a project management component as follows:

Component 1: Regional Actions for Ecosystem-Based Management,

Component 2: Sub-regional Actions for Ecosystem-Based Management,

Component 3: National Actions for Ecosystem-Based Management,

Component 4: Stakeholder Participation and Knowledge Management; and

Component 5: Project Management.

Structured in this way, the Project:

- a) Supports Pacific SIDS as the major bloc at the WCPFC to adopt regional conservation and management measures, through Component 1
- b) Supports the innovative approaches being developed by Pacific SIDS at sub-regional level as they collaborate in fisheries of common interest through Component 2: and
- c) Assists SIDS to apply measures nationally in their own waters and to their fleets through Component 3, which is the major component of the Project.

A fourth technical component targets enhanced stakeholder participation, including industry participation in oceanic fisheries management processes, and improved understanding and awareness generally of the challenges and opportunities facing Pacific SIDS in oceanic fisheries management. More project information can be found at <https://www.ffa.int/node/1732>



The Pacific Islands Forum Fisheries Agency, FFA

The Pacific Islands Forum Fisheries Agency is a Pacific regional intergovernmental organisation established in 1979. Its establishment reflects regional support for the development of the United Nations Convention on the Law of the Sea (UNCLOS) between 1973 and 1982.

The FFA Convention stipulated FFA's functions and responsibilities as;

☐ collect, analyse, evaluate and disseminate to Parties relevant statistical and biological information with respect to the living marine resources of the region and, in particular, the highly migratory species;

☐ collect and disseminate to Parties relevant information concerning management procedures, legislation and agreements adopted by other countries both within and beyond the region;

☐ collect and disseminate to Parties relevant information on prices, shipping, processing and marketing of fish and fish products;

☐ provide, on request, to any Party technical advice and information, assistance in the development of fisheries policies and negotiations, and assistance in the issue of licences, the collection of fees or in matters pertaining to surveillance and enforcement;

☐ seek to establish working arrangements with relevant regional and international organisations, particularly the South Pacific Commission; and

☐ Undertake such other functions as the Committee may decide.

As a regional inter-governmental organization FFA is tasked in its Strategic Plan "To support and enable our members to achieve sustainable fisheries and the highest levels of social and economic benefits in harmony with the broader environment".

Since it was first established FFA has been mandated to concentrate on the management and development of the tuna fishery in the Western and Central Pacific Ocean.

This fishery is now the largest tuna fishery in the world in terms of both volume and catch. Within the broader Western and Central Pacific fishery in 2014, some 2.86 million metric tonnes of tuna was caught representing about 60% of global tuna catch. Around 60% of WCPO catch comes from FFA waters, which equates to around one third (1/3) of global tuna catch by volume. The Agency is responsible for assisting its 17 Members to coordinate sustainable tuna fishery management policies in their waters and adjacent high seas, and for promoting the development of their tuna fishery resources.

The FFA consists of the Forum Fisheries Committee (FFC) as the governing body and a Secretariat with a current establishment of ninety-two positions. The FFA is organised into four divisions: Fisheries Management, Fisheries Development, Fisheries Operations and Corporate Services. The executive of FFA is headed by Director-General James Movick from the Federated States of Micronesia. More information on the FFA is online at www.ffa.int

B. Scope of Proposal

Proposals should clearly outline the capacities and previous experience or delivery by the consultant in the areas of work provided in the Terms of Reference.

It is envisaged that the consultant will work closely with the FFA MO and subregional content producers identified by the FFA MO for the purpose of content production, collaboration, and publication across the online/digital and other project platforms.

It is essential that proposals summarize other similar or related work that has been completed by the consultant as detailed in their CVs.

C. Terms of Reference

Scope of Work

We are seeking a media/communications consultant who is comfortable with Webs, Blogs, and Social media and adept at creating and sharing content across a wide development demographic via Facebook, Twitter and the Social Mediascape. The consultant will be plugged in to their office from where ever they are and be keen and able to apply storytelling skills to growing the Pacific tuna conversation- direct from the Pacific Tuna Fishery.

FFA's GEF OFMP2 Project is seeking support to help spread the word, share best practice, and grow understanding leading to more effective Pacific actions for sustainable management of the world's richest tuna fishery.

As the project's Visibility and Digital Outreach Coordinator (VDOC) the Consultant will support visibility for the OFMP2 project, assisted by the FFA Media Officer and a small subregional project content team. The key output will be to strengthen and grow online spaces, voices and engagement for the FFA/GEF OFMP2 Project. The successful Consultant will have a strong applied knowledge of digital media and web-based communications, team-work and writing skills, with some experience in skills transfer to ensure others get a learning hit from being around you.

This position is offered as a part-time opportunity which allows the Consultant to continue working from their base in an FFA member nation, linked to a small team spread across the three sub regions of the Pacific. The Consultant will also be expected to undertake regional travel as required.

Under the direction of the FFA Media Officer and the FFA-OFMP2 Coordinator, the OFMP2 VDOC will work remotely with the FFA team, and with media and fisheries stakeholders across the project beneficiaries to drive gathering, collation and online publication of information products aimed at supporting the information and knowledge outcomes and overall project objectives.

At this stage of the project the VDOC is expected to contribute up to five (5) days a month, for a total of 12 months, at which time a review of their outputs against the role and responsibilities given will help shape ongoing visibility outputs and timelines.

The OFMP2 VDOC will also work in a capacity building, networking and collating role with other content and information providers within the OFMP2 Project Visibility team.

Role and responsibilities

Your role will involve visibility support to the OFMP2, working with the MO and Coordinator to deliver effective public awareness through the creative input, development and maintenance of a project website and content updates in relevant project areas related to the key

Key responsibilities associated with this role are:

- Generating relevant and engaging multi-media (text, audio/video, images, infographics, other) updates to the project web page and GEF IWLEARN OFMP2 project portals
- Ensuring timely and relevant multi-media online content production, publication and dissemination of OFMP2 information products
- Leading social media mentions and links to grow momentum and generate online engagement and awareness of the Pacific actions and momentum at the WCPFC
- Other duties as directed.

Selection Criteria

OFMP2 VADO applicants should in their submissions clearly show how they meet the following selection criteria:

- Proven experience and expert understanding of digital media, and principles of communication via the web and social media (including accessibility principles and standards and web analytics tools).
- Relevant tertiary/industry qualifications or demonstrated equivalent experience as per CV and portfolio/links to work.
- Substantial experience in all aspects of production (including pre- and post-production) of video and still photography, including familiarity with editing software.
- Well- developed written and oral communications skills, an excellent command of written and spoken English and an ability to simplify technical documents and language to communities where English is not the first or second language.
- High level of familiarity with both Mac and Windows working environments and proficiency in graphic design for a range of publications with a focus on online digital and social media platforms and web –based engagement and information work
- Training experience in capacity building for small groups – either media or non-media stakeholders, to assist efficacy of the OFMP2 project website and information networking.
- The ability to work without close supervision and in situations that may require tenacity and flexibility to build active information relationships with a wide range of stakeholders.

D. Outputs

The consultant will be expected to produce 3 main outputs:

1. An updated, interactive and engaging project 'info-hub' linked to the FFA website provides a comprehensive one-stop platform linking across other relevant media platforms, in keeping with the communications goals of the project.
2. A capable and active network of subregional content providers providing a range of multi-media content supporting the goals of the project.
3. Efficient and timely reporting updates on information products collated and published, with analysis on user access and engagement to ensure relevance for users and identify content gaps and trends.

E. Institutional Arrangements

All communications and consultations for the preparation of proposals should be directed to:

Mr. Hugh Walton

FFA/GEF OFMP2 Chief Technical Advisor,

Forum Fisheries Agency (FFA)

hugh.walton@ffa.int

Or by Mail to PO Box 629, Honiara

ANNEX III

FFA STANDARD CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract:

- (a) “Consultancy Services” means the Consultancy Services described in Schedule A;
- (b) “Memorandum of Agreement” means the agreement executed by and between FFA and the Institution in which these Conditions have been incorporated by reference;
- (c) “FFA” means the Pacific Islands Forum Fisheries Agency, based in Honiara, Solomon Islands;
- (d) “Contract” means the Memorandum of Agreement together with these Conditions and all other schedules and documents, if any, annexed to the Memorandum of Agreement or incorporated therein and intended to form part of the contractual relationship between the parties;
- (e) “Confidential Information” means information that:
 - (i) is by its nature confidential;
 - (ii) is designated by FFA as confidential;
 - (iii) the Institution knows or ought to know is confidential;but does not include information which:
 - is or becomes public knowledge other than by breach of this Contract;
 - is in the possession of the Institution without restriction in relation to disclosure before the date of receipt from FFA;
 - has been independently developed or acquired by the Institution
- (f) “Usual Place of Residence” means the place of residence of the Institutions during the duration of the consultancy, as designated in the Memorandum of Agreement;
- (g) “Term of Engagement” means the entire period during which the Institutions will be expected to perform the Consultancy Services.

1.2 Words importing a gender include any other gender.

1.3 Words in the singular number include the plural and words in the plural number include the singular.

1.4 Clause headings in this Contract are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

1.5 A reference to a Schedule is a reference to a Schedule to this Contract and includes such Schedule as amended or replaced from time to time by agreement in writing between the parties.

2. Fees

- 2.1 FFA shall pay fees to the Institutions in respect of the Consultancy Services at the rate and in the currency specified in Schedule B to the Memorandum of Agreement on the basis of time spent by the Institutions in performing the Consultancy Services. For the purpose of determining the amount of such fees:
- (a) Where the fees are expressed in terms of a daily rate the time spent in performing the Consultancy Services shall be determined solely on the basis of the number of days actually worked by the Institution in performing the Consultancy Services, including travel time.
- 2.2 Except as otherwise agreed between FFA and the Institution, no fees will be paid in respect of work performed other than during the Term of Engagement.

3. Expenses

- 3.1 In addition to the fees specified in clause 2 and subject to Schedule A and Schedule B, FFA shall pay to or reimburse the Institution for the following:
- (a) A daily subsistence allowance (DSA) at standard FFA rates for every day during the term of engagement during which the Institution shall be absent from the Usual Place of Residence for the purpose of performing the Consultancy Services; provided that DSA will be paid for the day of departure from the Usual Place of Residence but not for the day of return thereto. The DSA covers all accommodation charges, including government taxes (where applicable), meals, laundry and incidental expenses.
- (b) All transportation costs properly and reasonably incurred by the Institution in travelling for the purposes of the Consultancy Services whether within the Country of Assignment or elsewhere, including the cost of transportation by an appropriate means of public transport between the Usual Place of Residence and the nearest convenient international airport and the cost of economy class air travel.
- (c) All other reasonable out-of-pocket expenses of the Institution arising directly out of the performance of the Consultancy Services, including communications charges, airport and departure taxes, visa fees, taxi fares, and photocopying charges.

4. Payment of Fees, Costs and Expenses

- 4.1 Consultancy fees payable under the Contract will be paid in accordance with Schedule B and to the satisfaction of the FFA.
- 4.2 Where the Consultancy Services have not been performed to the satisfaction of FFA, FFA may withhold the balance of the fees in whole or in part and may:
- (a) require the Institution to carry out whatever additional work is required to complete the Consultancy Services to the satisfaction of FFA; or
- (b) terminate the Contract forthwith without prejudice to any right of action or remedy which has accrued or which may accrue in favour of FFA.
- 4.3 Printing and distribution costs and reimbursable costs and expenses referred to in clause 3 shall be paid by FFA upon written application made by the Institution to FFA, supported

by such receipts or other evidence as FFA may reasonably require to establish that that the expenditure was incurred in the amount and currency and in the manner claimed.

- 4.5 Unless otherwise agreed between the Institution and FFA, the fees shall be paid in the currency specified in Schedule B. All out-of-pocket expenses shall be paid either in the currency in which the same were incurred or in Solomon Island dollars or partly in one currency and partly in the other, as FFA shall reasonably determine in consultation with the Institution.
- 4.6 Whenever it shall be necessary to determine the equivalent of an amount in one currency in terms of another, the conversion shall be made at the rate which FFA shall determine was applicable at the time and place when the Institution incurred the expenditure or converted currency into the currency of expenditure, whichever first occurred.

5. Medical and Insurance

All medical and insurance costs shall be borne by the Institutions and FFA shall be under no liability in respect of medical expenses of the Institutions.

6. Indemnity

- 6.1 Subject to the provisions of this Contract, the Institutions shall at all times indemnify and hold harmless FFA, its officers, employees and agents (in this clause referred to as “those indemnified”) from and against any loss (including legal costs and expenses on a solicitor/own client basis), or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Institution in connection with this Contract.
- 6.2 The Institutions’ liability to indemnify FFA under clause 6.1 shall be reduced proportionately to the extent that any act or omission of FFA or its officers, employees or agents contributed to the loss or liability.
- 6.3 The indemnity referred to in clause 6.1 shall survive the expiration or termination of this Contract.

7. General Covenants

- 7.1 The Institutions covenant and agree that:
- (a) During the Term of Engagement they shall devote the whole of their time and attention to the performance of the Consultancy Services and shall at all times act with due diligence and efficiency and in accordance with the Terms of Reference. They shall make or assist in making all such reports and recommendations as may be contemplated by the Terms of Reference and shall at all times cooperate with FFA, its employees and agents. After the termination of the engagement they shall continue to cooperate with FFA to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by them.

- (b) At all times they shall act with appropriate propriety and in particular, refrain from making any public statement concerning the Consultancy Services without the prior approval of FFA.
- (c) They shall have no authority to commit FFA in any way whatsoever and shall make this clear as circumstances warrant.
- (d) They shall report immediately to FFA any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Consultancy Services, including circumstances and events relating to his transportation and accommodation.
- (e) All reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Institution while performing the Consultancy Services shall be the property of FFA and upon termination of the engagement shall be disposed of as FFA may direct. The Institution may retain copies of such documents and data but shall not use the same for purposes unrelated to the Consultancy Services without the prior approval of FFA.

8. Conflict of Interest

- 8.1 The Institutions warrants that, to the best of their knowledge, at the date of signing this Contract, no conflict of interest exists or is likely to arise in the performance of his obligations under this Contract.
- 8.2 If during the Term of Engagement a conflict of interest arises, or appears likely to arise, the Institutions undertake to notify FFA immediately in writing and to take such steps as FFA may reasonably require to resolve or otherwise deal with the conflict. If the Institutions fail to notify FFA or are unable or unwilling to resolve or deal with the conflict as required, FFA may terminate this Contract in accordance with the provisions of clause 10.
- 8.3 The Institutions shall not engage in any activity or obtain any interest during the Term of Engagement that is likely to conflict with or restrict the Institution in providing the Consultancy Services to FFA fairly and independently.

9. Disclosure of Information

- 9.1 The Institutions shall not, without the prior written approval of FFA, disclose to any person other than FFA, any Confidential Information. In giving written approval, FFA may impose such terms and conditions as it thinks fit.
- 9.2 FFA may at any time require the Institutions to give a written undertaking, in a form required by FFA, relating to the non-disclosure of Confidential Information. The Institutions shall promptly arrange for all such undertakings to be given.
- 9.3 The obligation on the Institutions under this clause shall not be taken to have been breached where the information referred to is legally required to be disclosed.

10. Termination

- 10.1 FFA may, at any time by written notice, terminate this Contract in whole or in part. If this Contract is so terminated, FFA shall be liable only for:
- (a) payment under the payment provisions of this Contract for Consultancy Services rendered before the effective date of termination; and
 - (b) subject to clauses 10.3 and 10.4, any reasonable costs incurred by the Institutions and directly attributable to the termination or partial termination of this Contract.
- 10.2 Upon receipt of a notice of termination the Institutions shall:
- (a) stop work as specified in the notice;
 - (b) take all available steps to minimize loss resulting from that termination;
 - (c) continue work on any part of the Consultancy Services not affected by the notice.
- 10.3 In the event of partial termination FFA's liability to pay fees under Schedule B shall, in the absence of agreement to the contrary, abate proportionately to the reduction in the Consultancy Services.
- 10.4 FFA shall not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the Institutions under this Contract, together exceed the total fees set out in Schedule B.

11. Default

- 11.1 If either party is in default under this Contract on account of the failure to perform or observe any obligation or undertaking to be performed or observed on its part under this Contract, the party not in default may terminate this Contract in whole or in part without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.

12. Waiver

- 12.1 A waiver by either party in respect of any breach of a condition or provision of this Contract shall not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either party to enforce at any time any of the provisions of this Contract shall in no way be interpreted as a waiver of such provision.

13. Notices

- 13.1 Any notice, request or other communication to be given or served pursuant to this Contract shall be in writing and dealt with as follows:
- (a) if given by the Institutions to FFA, addressed and forwarded to the Director-General, Forum Fisheries Agency, P.O. Box 629, Honiara, Solomon Islands. Fax: (+677) 23995.
 - (b) if given by FFA to the Institutions, signed by the Director-General or Deputy Director-General and forwarded to the Institution at the Usual Place of Residence.
- 13.2 Any such notice, request or other communication shall be delivered by hand or sent by pre-paid registered post, facsimile or telex to the address of the party to which it is sent.

- 13.3 Any notice, request or other communication will be deemed to be received:
- (a) if delivered personally, on the date of delivery;
 - (b) if sent by pre-paid registered post, on the day that the acknowledgment of delivery is completed by the recipient; and
 - (c) if sent by facsimile, on the business day next following the day of despatch providing that the sender receives an “OK” code in respect of the transmission and is not notified by the recipient by close of business of the next business day following the day of despatch that the transmission was illegible.

14. Entire Agreement and Variation

- 14.1 This Contract contains the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Contract.
- 14.2 No agreement or understanding varying or extending this Contract, including in particular the scope of the Consultancy Services in Schedule A shall be legally binding upon either party unless in writing and signed by both parties.

15. Severability

- 15.1 Each provision of this Contract and each part thereof shall, unless the context otherwise necessarily requires it, be read and construed as a separate and severable provision or part. If any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part (as the case may be) shall be severed and the remainder shall be read and construed as if the severable provision or part had never existed.

16. Applicable Law

- 16.1 This Contract shall be governed by and construed in accordance with the laws of the Solomon Islands and the parties agree, subject to the Contract, that the courts of the Solomon Islands shall have jurisdiction to entertain any action in respect of, or arising out of, this Contract.