



REQUEST FOR PROPOSALS

TO: SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDERS

RFP No. CP17_2021: REQUEST FOR PROPOSALS - TO DEVELOP STANDARDS, SPECIFICATIONS AND PROCEDURES (SSPs) AS REQUIRED UNDER THE FFA REGIONAL LONGLINE FISHERIES ELECTRONIC MONITORING POLICY

Date: 4 May 2021

Interested parties are invited to submit a proposal in response to the attached request for proposals to develop various standards required for Electronic Monitoring in FFA member countries waters and the wider WCPO.

To enable you to submit a Proposal 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 letter is not to be construed in any way as an offer to contract to any specific party.

Yours sincerely

Dr Manumatavai Tupou-Roosen

DIRECTOR-GENERAL

Annex I

Instruction to Bidders

REQUEST FOR PROPOSALS No. CP17_2021 ELECTRONIC MONITORING - STANDARDS, SPECIFICATIONS AND PROCEDURES (SSPs)

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 cases 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 **31 May 2021, 16:30 pm Solomon Islands Time**. 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. Interested parties may bid for one or more or all of the SSPs TORs in Annex II Section D (1) - (4).

1.6. Interested parties may be requested to align their proposals with other parties' proposal(s) in certain areas where consistency amongst SSPs would be clearly beneficial.

1.7 Noting the linkages between the different SSPs required to be developed, the successful bidder of one SSP would be required to review and reconcile their SSP with the other SSPs (assigned to other bidders) to ensure consistency and compatibility.

1.8 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.

1.9. The proposal should also include:

- i. A cover letter outlining proposed methodology and timelines 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 of any similar or related audit work; and
- iii. A separately enclosed financial proposal 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. 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 Weight (%)	
Cited examples of relevant similar or related experience.	25	

The methodology proposed to undertake the cost benefit analysis <u>develop the SSPs</u> ¹ and to complete the assigned tasks.	35	
The qualifications and experience of the personnel proposed to undertake the assignment.	25	
The timeline proposed for the completion of the job and submission of the final report	15	
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 cumulative scores of technical and financial evaluations.

4. 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.

5. Requests for further information

Queries or questions are to be emailed to FFA Compliance Policy Advisor, ‘Ana F. Taholo at ana.taholo@ffa.int and SPC Regional E-Reporting and E-Monitoring Coordinator Mr Malo Hosken at maloh@spc.int

6. Award of Contract

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

¹ Amended to correct this oversight on 19 May 2021.

to the affected Bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such action.

7. 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.

8. Closing date for proposals

Tenders must be received by 4:30pm (Solomon Island time) on the 31 May 2021.

Tenders should be addressed to:

Director General

FFA Tender Committee Forum Fisheries Agency (FFA)

PO Box 629 Honiara

All proposals should be emailed to: procurement@ffa.int and titled: Electronic Monitoring – Standards, Specifications and Procedures (SSPs)

The FFA Standard Conditions of Contract are not negotiable.

Annex II

Terms of Reference

REQUEST FOR PROPOSALS No. CP17_2021

ELECTRONIC MONITORING – STANDARDS, SPECIFICATIONS AND PROCEDURES (SSPs)

A. Title

TO PROVIDE ADVICE AND DEVELOP STANDARDS, SPECIFICATIONS AND PROCEDURES (SSPs) AS REQUIRED UNDER THE FFA REGIONAL LONGLINE FISHERIES ELECTRONIC MONITORING POLICY

B. Background

FFA and SPC initially undertook a trial of Electronic Monitoring commencing in 2014 in a multi-party arrangement with National Fisheries Developments (NFD), The Solomon Islands Ministry of Fisheries and Marine Resources (MRMR), Tri-Marine International, SATLINK and a Taiwanese longline fishing company. Since that time there have been a number of EM trials across the region, supported by donor initiatives. FFA Member countries have now collectively expressed their intention to more comprehensively roll out EM programmes while noting that EM is not meant to replace human observers but to complement and enhance observer coverage.

At FFC 114 (June 2020), the Forum Fisheries Committee (FFC) adopted the FFA Regional Longline Electronic Monitoring Policy as a guide for Members in support of the development of their national EM programmes, available [here](#). The Policy requires that FFA members will adopt Standards, Specifications and Procedures (SSPs) to support the Policy, but it does not prejudice the right of individual FFA member countries to adopt additional SSPs for their national EM Programmes. In addition, FFC114 tasked the FFA Secretariat, in collaboration with SPC and PNAO, to develop a fully-costed work plan to progress implementation of the EM Policy. A draft workplan is in place which contains the development of these SSPs. This RFP is aimed to develop the various SSPs required under the Policy. The consultancy should refer to this reference group, consisting of the FFA Secretariat, SPC and PNA Office, throughout the process.

FFA members also have a DCC Draft EM Longline Minimum Data fields standard which was also tabled at the WCPFC Scientific Committee and ERandEM Working Group (ERandEM WG) in 2020 and an updated version of this can be found [here](#). Relevant also is the FFA Information Security Management System (ISMS Policy) which is available [here](#).

In the WCPFC context, the ERandEM WG is currently discussing a draft Conservation and Management Measure (CMM) for a Regional Electronic Monitoring Programme in the WCPO and a Draft Consultative proposal for minimum standards for WCPFC's EM Programme, both of which are available [here](#).

It is worth noting that there are precedents and lessons learned in the development of similar regional systems, in particular the process involved in establishing the regional Vessel Monitoring System (VMS), which no doubt can inform the development of SSPs for Electronic Monitoring. The WCPFC VMS SSPs and other documents that would be useful reference materials can be found [here](#). In addition, there are similarities with the Regional Observer Programme (ROP) and useful reference documents related to the ROP can be found [here](#).

In essence, the development of the various SSPs must take into account other related work, some of which is highlighted above as well as existing and planned systems at national and sub-regional level such as the PNA FIMS. In addition, it must be done in consultation with relevant stakeholders including countries trialing/implementing EM and regional agencies such as PNAO and SPC.

C. General Scope

Proposals should provide a clear plan as to how this work can be effectively carried out and a clear statement of the proposed methodology used to undertake the required work.

There are various SSPs required by the Regional Longline EM Policy Section 7 and these are for:

1. EM Systems
 - a) Fishing Vessels
 - b) Data Review Centres (DRC)
2. EM Records and EM data management
 - a) *Coverage and analysis rates*
 - b) EM Records transmission
 - c) EM Records analysis and quality assurance
 - d) EM Records and EM Data Storage
3. EM Records and EM Data ownership and access
4. EM Records and EM data security and confidentiality

This Request for Proposals is to address the SSPs stated above *except for 2(a) Coverage and analysis rates*.

Bidders can submit proposals to develop one, several, or all the required SSPs outlined in more detail below.

D. Terms of Reference

1) EM Systems

An EM system represents all the vessel and shore-based components (primarily the hardware and software) supporting the acquisition, analysis and reporting of EM Records.

Under Section 7.1.1 of the Regional Longline EM Policy:

a. Fishing vessels

FFA member countries will establish minimum standards for EM Systems on board longline fishing vessels.

Depending on the EM program structure and objectives, FFA member countries, flag State entities, vessel operators, a third party, or a combination thereof, may be responsible for acquiring, installing, and maintaining EM systems on fishing vessels.

Under Section 7.1.2 of the Regional Longline EM Policy:

b. Data Review Centres

FFA member countries will establish minimum standards for EM Systems in Data Review Centres.

FFA member countries may internalise EM Records analysis through the establishment of Data Review Centres or contract a third party to provide viewing services or for acquiring, installing, and maintaining EM Systems in Data Review Centres.

A Data Review Centre may provide national, sub-regional or regional services.

Purpose:

- To provide advice on, and develop, SSPs for the establishment of EM systems on fishing vessels and in Data Review Centres.

Approach

- Review and summarize existing integrated EM systems for their appropriateness in acquiring and generating the draft DCC Longline EM minimum data field standards ([here](#))
- Review the future potential of relevant Artificial Intelligence (AI) and integrated sensors in EM systems to acquire and generate Longline EM minimum data field standards
- Ensure appropriate and sufficient consultation with FFA members.

Deliverables:

- Draft Standards, Specifications and Procedures (SSPs) for EM systems onboard tuna longline fishing vessels in the Western and Central Pacific Ocean
- Draft Standards, Specifications and Procedures (SSPs) for EM systems to be used in Data Review Centres, ensuring there are links with the SSPs for EM systems onboard fishing vessels, where relevant
- Report should include, but is not limited to,
 - the approach undertaken,
 - summary of the existing EM systems,
 - a systematic evaluation of each EM system for the appropriateness and efficiency in acquiring/generating the Longline EM minimum data field standards
 - future potential of relevant Artificial Intelligence (AI) and integrated sensors in EM systems to acquire and generate Longline EM minimum data field standards
 - suggestions on potential EM systems certification mechanisms
- Conduct a workshop with FFA members to present the draft SSPs and seek members' feedback.
- Incorporate feedback from members and relevant stakeholders into a draft proposed SSPs for approval by FFA members.
- Consultant/s will be expected to provide Draft SSP s which FFA may share with other parties in order to ensure consistency and compatibility.

Tasks:

The tasks will include the following:

- Conduct an in-depth review of existing EM systems to satisfy the deliverables of this consultancy
- Consult with members, in particular those who have trialled/are trialling/implementing EM and other relevant stakeholders, to understand the pros and cons of current EM systems to inform the development of SSPs
- Develop SSPs for EM systems to be established on fishing vessels and in Data Review Centres. These should be outcomes focused for addressing the data and monitoring needs and allow for future flexibility and with no reference to specific technology.
- Consideration on whether it is possible to align the broad structure and/or other elements of the proposed SSPs for EM systems to existing regional SSPs for other types of data (e.g. VMS data)
- Identify legal, physical and technical challenges and provide advice on solutions to these challenges
- Review and reconcile with other SSPs to ensure consistency and compatibility.
- Take into account the FFA Information Security Management System (ISMS Policy) which is available [here](#) as well as current bilateral/national/sub-regional/regional arrangements for Data Sharing.

2) EM Records and Data Management

a. EM Records transmission

Under Section 7.2.2 of the FFA Regional Longline EM Policy:

FFA member countries will adopt protocols for transmission of EM Records between vessels and Data Review Centres. The protocols should describe, inter alia, agreements to accommodate longline vessels that fish in multiple EEZs.

FFA member countries will continue to seek cost-effective and timely avenues to transfer EM Records securely as technology evolves.

Purpose:

- To provide advice on, and develop, SSPs for the transmission of EM Records between vessels and Data Review Centres, taking into account vessels that fish in multiple EEZs.

Approach

- Review and summarize existing literature and best practice on EM Records transmission.
- Ensure appropriate and sufficient consultation with FFA members.

Deliverables:

- Draft Standards, Specifications and Procedures (SSPs) for the transmission of EM Records between vessels and DRCs
- Report should include, but is not limited to, the approach undertaken, summary of the existing literature and information, best practice on storage of EM Records and challenges encountered.
- Conduct a workshop with FFA members to present the draft SSPs and seek members' feedback.
- Incorporate feedback from members and relevant stakeholders into a draft proposed SSP for approval by FFA members.
- Consultant/s will be expected to provide Draft SSPs which FFA may share with other parties in order to ensure consistency and compatibility.

Tasks:

The tasks will include the followings:

- Consult with members, in particular those who have trialed/are trialling/implementing EM and other relevant stakeholders, including other organisations and RFMOs, to understand the practice used for transmission of EM records between vessels and DRCs/flag State authorities to inform the development of SSPs.
- Describe agreements to accommodate longline vessels that fish in multiple EEZs.
- Develop SSPs for the transmission of EM Records between vessels and DRCs, with the protocol also describing agreements to accommodate longline vessels that fish in multiple EEZs.
- Identify legal, physical and technical challenges and provide advice on solutions to these.

- Review and reconcile with other standards to ensure consistency and compatibility.
- Take into account the FFA Information Security Management System (ISMS Policy) which is available [here](#) as well as current bi-lateral/national/sub-regional/regional arrangements for Data Sharing.

b. EM Records analysis and quality assurance

The 2019 Draft Regional Longline Fisheries Electronic Monitoring Policy states under section 7.2.3 EM Records Analysis and Quality Assurance:

“FFA member countries will adopt standards for EM Records analysis and quality assurance.”

*In 2020 the SPC/FFA/PNA Data Collection Committee produced a ‘Draft Longline EM Minimum Data Field Standards’. The final column in the data field tables ‘Notes on EM PROTOCOL (**How** the data are to be acquired)’. This would be an appropriate focus of the development of EM Analysis SSPs.*

*At the Second Regional E-Monitoring Process Standards Workshop (2017) a “Concept Note on: Agenda item 4.1 - Electronic Monitoring Debriefing” was produced examining the key elements of how EM quality assurance might work. The process of quality assurance is of the **EM data** captured by the EM Analyst from the EM Records. The concept note suggested separate data checking (verification) and cross referencing of data sources (validation) processes.*

Purpose:

- To develop draft SSPs for EM records analysis to produce EM data; and
- draft SSPs for EM quality assurance of the EM Data produced.

Approach

- Review and summarize existing literature on best practice on EM Records analysis and quality assurance.
- Source and reference existing regional data standards, documents and studies that would be relevant to developing standards for EM Records Analysis and quality assurance.
- Consider and incorporate the relevant outcomes of the SPC/FFA/PNA Data Collection Committee meetings and WCPFC Project 93.
- Develop standard protocols and processes for **how** each LL EM minimum data field can be acquired from EM Records to generate EM data, regardless of the EM system / service provider.
- Assess and revise the proposed EM Quality Assurance protocols as standardised SSPs with associated data formats within integrated data systems.
- Develop Quality Assurance SSPs incorporating verification and validation processes (Second Regional E-Monitoring Process Standards Workshop concept note) into standardised EM quality assurance protocols. This should assess the scale of the processes in terms of cost/benefit.
- Ensure appropriate and sufficient consultation with FFA members and regional agencies, Data Collection Committee.

- Ensure SSPs developed are compatible with the other

Deliverables:

- Draft Standards, Specifications and Procedures (SSPs) for EM Records analysis and quality assurance
- Draft Standards, Specifications and Procedures (SSPs) for EM quality assurance
- A report which should include, but is not limited to, the approach undertaken, summary of the existing literature and information, best practice on EM Records analysis and quality assurance and challenges encountered.
- A workshop with FFA members to present the draft SSPs and seek members' feedback, with recommendations incorporated into a draft proposed SSPs.

Tasks:

- Summarise established regional literature regarding EM Records analysis and quality assurance.
- Review and summarise standards on EM Records analysis and quality assurance from other regions.
- Develop draft Standards, Specifications and Procedures (SSPs) for EM Records analysis
- Develop draft Standards, Specifications and Procedures (SSPs) for EM quality assurance
- Facilitate a workshop(s) of FFA members to present the draft SSPs and seek members' feedback.

c. EM Records and EM Data Storage

Under Section 7.2.4 of the Regional Longline EM Policy:

FFA member countries will adopt standards for the storage of EM Records and EM Data.

Purpose:

- To provide advice on, and develop, SSPs for EM Records and EM Data Storage.

Approach

- Review and summarize existing literature and best practice on EM Records and EM Data Storage.
- Ensure appropriate and sufficient consultation with FFA members.

Deliverables:

- Draft Standards, Specifications and Procedures (SSPs) for EM Records and EM Data Storage
- Report should include, but is not limited to, the approach undertaken, summary of the existing literature and information, best practice on storage of EM Records and challenges encountered.
- Conduct a workshop with FFA members to present the draft SSPs and seek members' feedback.
- Incorporate feedback from members and relevant stakeholders into a draft proposed SSP for approval by FFA members.
- Consultant/s will be expected to provide Draft SSPs which FFA may share with other parties in order to ensure consistency and compatibility.

Tasks:

- Consult with members, in particular those who have trial/are trialling/implementing EM and other relevant stakeholders, including other organisations and RFMOs, to understand the practice related to EM Records and EM Data Storage.
- Explore and document the technical specifications and requirements to store EM Record and EM Data noting that the system must be able to store information in encrypted format to ensure confidentiality and chain of custody.
- Develop SSPs for the storage of EM Records and EM Data, be it onboard the vessel, DRC, cloud based etc.
- Identify legal, physical and technical challenges and provide advice on solutions to these.
- Review and reconcile with other standards to ensure consistency and compatibility.
- Take into account the FFA Information Security Management System (ISMS Policy) which is available [here](#) as well as current bi-lateral/national/sub-regional/regional arrangements for Data Sharing.

3. EM Records and EM Data ownership and access

Under Section 7.3 of the Regional Longline EM Policy:

EM Records and EM Data are owned by the licensing FFA member country.

Subject to formal data sharing arrangements, EM Records and EM Data may be shared among the FFA member countries concerned where a vessel fishes in more than one EEZ during one trip.

FFA member countries will share EM Data with Pacific Island regional and sub-regional agencies subject to agreed data exchange rules relating to access and use. FFA member countries will determine the protocols for EM Data flow to the sub-regional and regional agencies.

EM Records and EM Data may be shared with the vessel owner and/or the flag State, subject to data exchange and sharing arrangements.

FFA member countries will establish protocols for EM Records and EM Data retention and disposal.

Purpose:

- To provide advice on, and develop, SSPs for EM Records and EM Data Ownership and access.

Approach:

- Review and summarize existing literature and best practice on EM Records and EM Data ownership and access.
- Ensure appropriate and sufficient consultation with FFA members.

Deliverables:

- Draft Standards, Specifications and Procedures (SSPs) for EM Records and EM Data Ownership and access
- Report should include, but is not limited to, the approach undertaken, summary of the existing literature and information, best practice on storage of EM Records and challenges encountered.
- Conduct a workshop with FFA members to present the draft SSPs and seek members' feedback.
- Incorporate feedback from members and relevant stakeholders into a draft proposed SSP for approval by FFA members.

Tasks:

- Consult with members, in particular those who have trial/are trialling/implementing EM and other relevant stakeholders, including other organisations and RFMOs, to understand the practice related to ownership and access.
- Explore and document the technical specifications and requirements to store EM Record and EM Data noting that the system must be able to store information in encrypted format to ensure confidentiality and chain of custody.
- Develop SSPs for the EM Records and EM Data ownership and access.
- Identify legal, physical and technical challenges and provide advice on solutions to these.

- Review and reconcile with other standards to ensure consistency and compatibility.
- Take into account the FFA Information Security Management System (ISMS Policy) which is available [here](#) as well as current bi-lateral/national/sub-regional/regional arrangements for Data Sharing.

4. EM Records and EM data security and confidentiality

Under Section 7.4 of the Regional Longline EM Policy:

FFA member countries will adopt standards for the security and confidentiality of EM Records and EM Data.

The standards will ensure that the evidentiary integrity of EM Records and EM Data are not compromised, and chain-of-custody is recorded and auditable.

The confidentiality of EM Records will be subject to the same procedures, systems and protocols as apply to other fisheries data and information generated from FFA member country fisheries including logsheets, VMS and observer data.

Purpose:

- To provide advice on, and develop, SSPs for EM Records and EM Data security and confidentiality.

Approach:

- Review and summarize existing literature and best practice on EM Records and EM Data security and confidentiality.
- Ensure appropriate and sufficient consultation with FFA members.

Deliverables:

- Draft Standards, Specifications and Procedures (SSPs) for EM Records and EM Data security and confidentiality.
- Report should include, but is not limited to, the approach undertaken, summary of the existing literature and information, best practice on storage of EM Records and challenges encountered.
- Conduct a workshop with FFA members to present the draft SSPs and seek members' feedback.
- Incorporate feedback from members and relevant stakeholders into a draft proposed SSP for approval by FFA members.

Tasks:

- Consult with members, in particular those who have trial/are trialling/implementing EM and other relevant stakeholders, including other organisations and RFMOs, to understand the practice related to security and confidentiality.
- Ensure that the evidentiary integrity of EM Records and EM Data are not compromised, and chain-of-custody is recorded and auditable.
- Develop SSPs for the EM Records and EM Data security and confidentiality.
- Identify legal, physical and technical challenges and provide advice on solutions to these
- Review and reconcile with other standards to ensure consistency and compatibility.
- Take into account the FFA Information Security Management System (ISMS Policy) which is available [here](#) as well as current bi-lateral/national/sub-regional/regional arrangements for Data Sharing.

E. Institutional Arrangement

All communications and consultations for the preparation of proposals should be directed to FFA Compliance Policy Advisor, Ms. 'Ana F. Taholo at ana.taholo@ffa.int and SPC Regional E-Reporting and E-Monitoring Coordinator, Mr. Malo Hosken at maloh@spc.int

In implementing the work, the successful bidder will be accountable to the Director of Fisheries Operations or his delegated staff.

ANNEX III

FFA STANDARD CONDITIONS OF CONTRACT

REQUEST FOR PROPOSALS CP17_2021

ELECTRONIC MONITORING – STANDARDS, SPECIFICATIONS AND PROCEDURES (SSPs)

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 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 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.