



REQUEST FOR PROPOSAL

TO:
SUITABLY QUALIFIED CONSULTANTS

RFP No. : 16/1/FOD – PSM

DATE: 20th JUNE 2016

SUBJECT: REQUEST FOR PROPOSALS FOR A CONSULTANCY STUDY ON A GAP ANALYSIS OF PORT STATE MEASURES FOR FFA MEMBER COUNTRIES

Interested parties are invited to submit a proposal in response to the attached request for proposals to undertake a detailed study on a gap analysis of Port State Measures for FFA Member Countries.

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: 16/1/FOD – PSM

REQUEST FOR PROPOSALS FOR A CONSULTANCY STUDY ON A GAP ANALYSIS OF PORT STATE MEASURES FOR FFA MEMBER COUNTRIES

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 15th July, 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 of any similar or related energy audit 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 two main outputs:

1. A mid-project report on stage one outputs to be provided to the FFA and the reviewing team half way through the study. This should comprise a comprehensive report of work undertaken to date and associated findings and a detailed proposed work plan for the second half of the study.
2. A detailed final report which clearly provides a comprehensive response to the full study Terms of Reference

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 Director of Fisheries Operations: noan.pakop@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 noan.pakop@ffa.int under the heading of "PSM GAP ANALYSIS STUDY".

All proposals must be received by FFA before 5.00pm Honiara Time, Friday, 15th July, 2016.

10. Timing of the study

FFA will ensure prompt selection of the consultant team, and the consultant should be ready to mobilise soon thereafter. A total four (4) to five (5) month timeframe is proposed for completion of the project and final reporting.



TERMS OF REFERENCE

RFP No: 16/1/FOD – PSM

REQUEST FOR PROPOSALS FOR A CONSULTANCY STUDY ON A GAP ANALYSIS OF PORT STATE MEASURES FOR FFA MEMBER COUNTRIES

A. Background

Illegal, unreported and unregulated (IUU) fishing is a major contributor to declining fish stocks and marine habitat destruction. Globally, IUU fishing takes many forms both within nationally-controlled waters and on the high seas. While it is not known for sure how much IUU fishing is taking place, some estimates indicate that IUU fishing accounts for about 30 per cent of all fishing activity worldwide.

The Pacific Ocean is home to some of the world's most abundant populations of tuna species such as albacore, skipjack and yellowfin, and to billfish species such as marlin and swordfish. Previously published IUU loss estimates for the Western and Central Pacific Fisheries Commission (WCPFC), an international fisheries agreement that seeks to ensure, through effective management, the long-term conservation and sustainable use of highly migratory fish stocks (i.e. tunas, billfish, marlin) in the western and central Pacific Ocean region, are somewhere in the region of 517.91 million to 740.17 million¹ US dollars a year.

One cost-effective tool that helps to combat IUU fishing is sound port State measures (PSMs). PSMs are requirements or interventions undertaken by port States by which foreign fishing vessels must comply with or are subjected to as a condition for use of ports within the port State. If implemented effectively, PSMs can prevent IUU-caught fish from entering into national and international markets.

The importance of strong port State measures as a tool to combat IUU fishing has increasingly gained ground in the past decade. In 2009, the United Nations Food and Agriculture Organization's Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing (PSMA) was adopted and opened for signature. The PSMA is a legally binding instrument that seeks to combat IUU fishing by having harmonized port State measures implemented globally and enhance regional and international cooperation and information exchange. The agreement entered into force on 05 June 2016 with a total of 30 parties including five FFA members: Tonga, Vanuatu, Palau, New Zealand and Australia.

The Pacific Islands Forum Fisheries Agency (FFA) was established to help countries sustainably manage their fishery resources that fall within their 200 mile Exclusive Economic Zones (EEZs). FFA is an advisory body providing expertise, technical assistance and other support to its members who make sovereign decisions about their tuna resources and participate in regional decision making on tuna management through agencies such as the WCPFC.

¹ MRAG Asia Pacific (2016), Towards the Quantification of Illegal, Unreported and Unregulated (IUU) fishing in the Pacific Islands Region, pg.36



FFA developed Harmonized Minimum Terms and Conditions for Fishing Access (HMTCs) in the early 1980s in response to a need for a coordinated approach by FFA Members in providing access to fishing within their respective EEZs by foreign-flagged fishing vessels. The HMTCs represent a key strategic tool for FFA Members not just in dealing with Distant Water Fishing Nations (DWFN) access into their waters. They also play a role in strengthening in-zone measures so that the WCPFC adopts compatible measures for the high seas.

The HMTCs contain several port State control provisions which apply to all foreign fishing vessels while in FFA member ports, whether the vessels are licensed to fish within FFA member's waters or not. The HMTCs are not self-executing and do not automatically apply to foreign fishing vessels. They must be incorporated into FFA members' national laws or regulatory framework to carry the necessary authority over foreign fishing vessels operating in their waters. As legal requirements, this ensures their indisputable and uniform application to foreign fishing vessels.

Recently, there has been a push for States to ratify the PSMA, including by some FFA members. The FFA Secretariat stands ready to provide support to any member that wishes to strengthen their PSM. To this end, there is value in conducting a gap analysis study that compares the port state control provisions between the following: national practice, FFA HMTCs, FFA member domestic implementation of the FFA's HMTCs, and WCPFC Conservation and Management Measures (CMMs) with port state control provisions with the FAO PSMA which constitutes the new international minimum standard on this matter. This exercise will serve to inform FFA members precisely where possible gaps exist within the both individual and collective regional FFA member port state control framework and where improvements could be made in the different applicable schemes. The results of the study could then be used by interested FFA members as a detailed road map to assist them with implementing the requirements of the PSMA.

The analysis should clearly and concisely describe the FFA HMTCs and WCPFC CMMs with port state control provisions, analyse whether the two frameworks are fully implemented within FFA members' national legislation, identifying any gaps, and as a further step compare these regional frameworks to that of the PSMA, highlighting where gaps in regulation and implementation occur.

Essentially, the analysis should determine how FFA member states fare with implementing obligations found under both the FFA's HMTCs and WCPFC CMMs with port state control provisions, and how these obligations, as well as other relevant existing FFA member domestic port state control legislation, fare against the obligations outlined in the PSMA. The analysis should clearly indicate where there are gaps and provide a road map towards implementation of the requirements of the PSMA.

After an initial review and consultation with the FFA, analysis will include in-country assessments of selected FFA members to determine the current state of implementation of the HMTCs, WCPFC CMMs with port state control provisions, and FFA member domestic legislations pertaining to port State measures and determine what improvements or modifications would have to be made if the State were to implement the obligations of the PSMA.

B. Scope of Proposal

Proposals should clearly outline the timeframe and key milestones for the analysis. Proposals should also clearly address a preferred methodology for addressing the analysis. Taking into consideration previous work in the region, and with regard to carrying out a gap analysis vis a vis the PSMA, researchers could incorporate methodology used in the gap analysis that compared WCPFC provisions with the PSMA,² and also consider “A Methodology for Capacity Needs Assessments Towards Implementation of The Port State Measures Agreement.”³

It is envisaged that the consultant will work closely with an appointed team led by the FFA Secretariat and that in-country visits to several member States, to be determined in collaboration between the consultant and FFA team, will be necessary.

Proposals should summarize other similar or related work that has been completed by the consultant as detailed in their CVs.

A separate financial proposal should be provided. This should provide daily fee rates for the consultancy and estimates for the cost of travel and allowances. FFA is open to suggestions on the project duration but estimates that project completion should be undertaken in a 4 – 5 month time frame.

Proposals should include plans and budgets for country visits in both stage one and stage two of the project. It is envisaged that up to eight (8) country visits may be required throughout the duration of the project.

C. Terms of Reference

1. Provide an outline of the timeframes, no longer than five (5) months, and milestones expected.
2. Provide a financial proposal for the work intended.
3. In order to support a comparative gap analysis, review and analyse: the HMTCs and other related information available through the FFA; FFA member States domestic legislation/regulations; WCPFC CMMs with port state control provisions and related information; and the FAO PSMA. If FFA member State domestic legislation/regulations are not readily available, conduct outreach to contacts in the region to obtain the information.

² Closing the Gap: Comparing Tuna RFMO Port State Measures With the FAO Agreement on Port State Measures. Available at:

<http://www.pewtrusts.org/en/research-and-analysis/reports/2011/07/06/closing-the-gap-comparing-tuna-rfmo-port-state-measures-with-the-fao-agreement-on-port-state-measures>

³ A Methodology for Capacity Needs Assessments Towards Implementation of the Port State Measures Agreement. Available at:

http://www.pewtrusts.org/~/_media/legacy/uploadedfiles/peg/publications/report/CNAREPORT2014Updatev3pdf.pdf

4. After analysis, detail where there are gaps between all the reviewed measures. Make recommendations on where FFA Member's domestic legislation/regulations can be amended so that the member state's requirements are fully aligned with the FFA HMTCs and WCPFC CMMs. These recommendations may include improvements to systems, procedures and other institutional strengthening aspects.
5. After analysis, further determine where there are gaps between the FFA HMTCs and WCPFC CMMs with port state control provisions with the FAO PSMA and provide recommendations on how gaps in the FFA HMTCs and WCPFC CMMs can be aligned with relevant provisions in the FAO PSMA.
6. After the initial review and consultation with the FFA Secretariat team, as the second stage of the analysis, conduct in-country assessments of selected FFA member States with the aim of determining how the HMTCs, the WCPFC CMMs with port state control provisions, and the State's domestic legislation pertaining to port State control provisions applicable to foreign fishing vessels are being implemented in practice and what improvements or modifications would have to be made if the State were to implement the obligations of the PSMA.

D. Anticipated Outputs

1. An analysis of the current state of implementation of the FFA HMTCs and WCPFC CMMs with port state control provisions in legislation by FFA member States. Recommendations on how to ensure consistency between the FFA HMTCs, WCPFC CMMs and FFA member States domestic legislation/regulations, to be completed in stage one of the analysis.
2. Analysis of the gaps of the FFA HMTCs and WCPFC CMMs with port state control provisions as compared with the FAO PSMA. Analysis on how the FFA HMTCs and WCPFC CMMs can be aligned with the FAO PSMA, to be completed in stage one of the analysis.
3. A comparative of each FFA member's domestic legislation/regulations pertaining to PSMs and the FAO's PSMA and a detailed analysis of the comparison. This would including the significance of any gaps and identification of necessary domestic measures that each FFA member State would need to take to fully implement the PSMA, to be completed in stage one of the analysis. This should include a preliminary analysis of the cost-benefit for 4 countries as agreed with FFA).
4. A mid-project report on stage one outputs to be provided to the FFA and the reviewing team half way through the study. This should comprise a comprehensive report of work undertaken to date and associated findings and a detailed proposed work plan for the second half of the study.
5. Conduct further analysis on the current state of how the FFA's HMTCs and WCPFC CMMs with port state control provisions are being implemented in practice in selected FFA member States, as determined in consultation with the FFA and other parties, and what improvements or modifications would have to be made if the State were to implement the obligations of the PSMA, to be completed in stage two of the analysis.
6. A detailed final report which clearly provides a comprehensive response to the full study Terms of Reference



E. Institutional Arrangements

All communications and consultations for the preparation of proposals should be directed to Mr. Noan Pakop, FFA Director of Fisheries Operations (noan.pakop@ffa.int)

In implementing the work, the successful bidder will be accountable to Mr. Noan Pakop, FFA Director of Fisheries Operations.

Project Budget

The total estimated maximum budget for this work is US\$90,000.

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.