

## **REQUEST FOR PROPOSALS (RFP)**

**TO: SUITABLY QUALIFIED CONSULTANTS**

**RFP No: CP08\_2021**

**DATE: 8 September 2020**

**SUBJECT: TO DEVELOP A SOCIO-ECONOMIC DEVELOPMENT INDICATOR FRAMEWORK  
FOR THE PACIFIC TUNA INDUSTRY**

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Proposals are sought from suitably qualified and experienced Consultant(s) to submit a Request for Proposal (RFP) to develop a Socio-Economic Development Indicator Framework for the Pacific Tuna Industry.

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

Dr. Manumatavai Tupou-Roosen

Director General

## Annex I

### INSTRUCTIONS TO BIDDERS

RFP No: CP08\_2021

#### TO DEVELOP A SOCIO-ECONOMIC DEVELOPMENT INDICATOR FRAMEWORK FOR THE PACIFIC TUNA INDUSTRY

### 1. Submission of Proposals

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

1.2. All prices in the proposals must be presented in United States Dollar (USD).

1.3. Any proposal received after the 30<sup>th</sup> of September 2020 will be rejected. 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 tendering a proposal, interested parties should demonstrate a clear understanding of the Terms of Reference (TOR) as set out, with appropriate explanatory comments, proposed methodology, work plan and timeline for completion of the entire scope of work. The FFA Standard Conditions for Contract are not negotiable.

1.5. The proposal should also include:

- i. A cover letter outlining proposed methodology and the time lines for undertaking the assignment as per the Terms of Reference (Annex II);
- ii. The CV of the consultant(s) proposed to complete the work, including background and relevant experience of the consultant(s) as well as a summary of any similar work;
- iii. A separate enclosed financial proposal providing a detailed cost summary for the implementation of the work which must include the daily fee rate(s) for the consultant(s);

### 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 their Proposal.

### 3. Outputs required

A suitably qualified and experienced Consultant(s) is expected to deliver the following outputs:

	<b>Output</b>
i	Workplan and proposed schedule.
ii	Draft report presented to the FFA members and relevant stakeholders to review and comment.
iii	Final report incorporating all the comments from members and stakeholder.

### 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 technical proposals.

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

<b>Competency Requirements</b>	<b>Score Weight (%)</b>
Experience in socioeconomic indicator frameworks.	50
Experience and knowledge of fisheries.	20
Development experience in Pacific Island countries and an understanding of the social and cultural context.	20
Tertiary qualification in economics, business, or related field.	10
<b>Total Score</b>	<b>100%</b>
<b>Qualification Score</b>	<b>70%</b>

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 into account the cumulative scores of technical and financial evaluations.

## **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. The estimated time required for the consultancy is around six (6) months.

## **6. Request for further information**

Queries or questions are to be emailed to the Investment Facilitation Manager, email: [tony.sullivan@ffa.int](mailto:tony.sullivan@ffa.int)

## **7. 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 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 Request for Proposal (RFP) without any change in price or other terms and conditions.

## **9. Closing date for proposals**

Proposals should be emailed to [procurement@ffa.int](mailto:procurement@ffa.int) with the subject line heading "CP08\_2021: To Develop a Socio-Economic Development Indicator Framework for the Pacific Tuna Industry"

All proposals must be received by FFA before 5.00pm (Local time), 30<sup>th</sup> September 2020.

## **10. Time**

The total period required to complete this consultancy is six (6) months.

## **11. Notification**

The names of winning bidders shall be advertised on the FFA website; [www.ffa.int/employment/tenders/tender\\_results](http://www.ffa.int/employment/tenders/tender_results)

## Annex II

### TERMS OF REFERENCE

RFP No: CP08\_2021

### REQUEST FOR PROPOSAL TO DEVELOP A SOCIO-ECONOMIC DEVELOPMENT INDICATOR FRAMEWORK FOR THE PACIFIC TUNA INDUSTRY

#### INTRODUCTION

The Forum Fisheries Agency (FFA) is seeking a consultant to develop a socio-economic development indicator framework which can be used to measure and track over time, a range of socio-economic benefits that are generated from the region's tuna fisheries and associated industries, to its Member countries.

#### BACKGROUND

The FFA Secretariat presented a working paper at the recent Forum Fisheries Committee (FC114) on increasing social benefits from the offshore tuna fishery. This paper underlined the increased emphasis placed on social benefits arising from the tuna fisheries and associated industries in the FFA Strategic Plan 2020 - 2025. While the increasing economic benefits that FFA member countries derive from the exploitation of their tuna fisheries are recognised, the difficulty in terms of quantifying how these benefits contribute to socio-economic outcomes for members is highlighted. From the research and engagements undertaken by FFA to date, it appears that there is no accepted framework or set of indicators that can quantify the socio-economic contribution of tuna fisheries in the Pacific region. Despite other agreed indicators being used, the use of social indicators to date has been limited and there remains some debate about the methodology and comparability of these indicators. In response to this the Committee has requested the FFA Secretariat develop a socio-economic development indicator framework for the tuna industry.

#### OBJECTIVES

Sustainable fisheries include environmental, economic and social dimensions, yet the use of social and community indicators to date has been limited, both from a management and impact perspective.

The objectives of this project are:

1. Define the social benefits flowing from utilisation of the Pacific's tuna industry;
2. Obtain a detailed understanding from members as to their community priorities and social objectives, and what contribution the tuna sector can make to achieve these objectives;
3. Compile development indicators to monitor progress and provide a description of how these indicators will be used to assess the social benefits of the fishery.

## **ACTIVITIES**

The consultant is expected to undertake activities, including, but not limited to the following:

1. Review key documents that place emphasis on socio-economic benefits to FFA member countries from tuna fisheries (some of the relevant literature is detailed in Annex IV).
2. Identify and review relevant indicators of benefits associated with tuna fisheries and related industries, within a broad socio-economic development framework. This will include the direct engagement of member countries and other key stakeholder and the consideration of environmental, economic and social dimensions.
3. Undertake an inclusive approach to establish the required socio-economic development indicator framework.
4. Obtain a detailed understanding from members as to their community priorities and social objectives and map out what contribution the tuna sector can make to achieve these outcomes.
5. Compile a set of development indicators that can be used to monitor the progress in achieving target outcomes, and provide a description of how these indicators will be used to assess the identified social benefits.

## **APPROACH**

The FFA Secretariat is proposing a member-inclusive approach to establishing the required socio-economic indicators for the Pacific tuna fishery. This will involve engagement with the intent to prepare a framework to be used by member countries, taking into account their respective social, economic and community priorities.

- This will involve significant engagement with member countries to seek their specific views and inputs on the nature and form of indicators that are required along with a review of existing practices and information gathered.
- Concurrently, engage with other CROP agencies and PNA Office, and selected key regional and international stakeholders which have expressed interest in sharing their views and experience in relation to this exercise.
- A report detailing the initial findings, including an initial proposed framework and set of indicators, will be shared with member countries for review and comment. Following this, a final report detailing a proposed framework and set of indicators will be prepared and presented to the FFC.
- The Consultant will develop a detailed and time bound work plan, in consultation with FFA for the engagement of this assignment.

- The Consultant is expected to undertake the engagement virtually, unless an easing of travel restrictions allows otherwise.
- The FFA Secretariat and responsible authorities will provide support where necessary.

To date, development indicators in the tuna industry have focussed on economic metrics. The EDIS report that FFA produces for the WCPFC and its members, focuses on three main priority commitments and the relevant indicators applied are as follows:

- i. Control of the fishery
  - a. Proportion of total catch and catch value taken within FFA members' EEZs.
  - b. Proportion of total catch and catch value taken national fleets of FFA members.
- ii. Economic conditions in the major fisheries (Tropical purse seine, tropical longline and southern longline)
- iii. Contribution to national economies:
  - a. Employment.
  - b. Exports.
  - c. Access and license fee revenue earned by national governments.
  - d. Contribution to GDP.

Reliance on these types of traditional economic indicators assume, at least implicitly, that they also measure contributions to socio-economic development at the macro-level. At the same time direct measures of socio-economic benefits have typically been difficult to quantify in a meaningful and comparable manner except for anecdotally. This initiative seeks to identify relevant indicators through direct engagement with member countries and key stakeholders within a broader socio-economic development framework for benefits from tuna fisheries. Some examples of socio-economic indicators currently used, and potential additional indicators in need of further exploration, include:

- i. Fisheries indicators:
  - Current volume of catch – This type of indicator simply measures the quantity caught annually in the fishery by commercial means and does not reflect the connection of the fishery benefits to a country's development priorities.
  - Value from recreational, personal use and/or subsistence harvests – This is potentially an important consideration given its contribution to food security and sustainability of the accessible fishery. Further development in this area is required to formulate a relevant indicator.
- ii. Access indicators:

- Currently access rights are a key focus for member countries in managing both their domestic and distant-water fishing nations fishing fleets as part of the regional management plans and harvest allocations.
- Fishery access for individuals and small-scale fishing communities who live close to and/or historically have depended on a given fishery has not received the same level of attention especially in terms of measuring the benefit derived from such rights.

iii. Economic indicators:

- Access to a fishery, particularly a commercial fishery, is more valuable when coupled with subsequent steps in the value chain (e.g., processors or markets). A sustainable commercial fishery does not necessarily convert to socio-economic sustainability. An indicator of 'market demand' may need to be incorporated.
- A 'contribution to personal income' indicator would measure the percentage of personal (or household) income received by an individual or family from a specific fishery. From a sustainability perspective, this indicator may better define the local economic value of the fishery and benefit flows in a more meaningful way.

iv. Worker indicators:

- Indicators related to workers are one category where steps already have been taken to translate broadly recognized societal values into benchmark standards (e.g., crewing standards on vessels); however, at present the 'standard' is not related to an established methodology and data does not always exist to report on this indicator.
- A core indicator is also worker safety with recent work proposing measures of number of job-related accidents/deaths that occur per year in the fishery; as the number of job-related accidents/deaths per unit output (i.e., per metric tonne of tuna catch); and/or as the number of job-related accidents/deaths per unit income/profit.

v. Community indicators:

- The goal of community indicators is to demonstrate how people located in close proximity to specific fishing grounds benefit and how their local economies and demographics are impacted by their proximity to the tuna fishery.
- A measure of 'value-added within the community' has wide appeal but does not appear to have been attempted on a consistent basis through a single indicator. Employment data has generally been accepted as a de-facto measure for this.

## **OPERATIONAL ARRANGEMENT**

The consultant will report directly to the Director of Fisheries Development. The FFA Investment Facilitation Manager will be the first point of contact for any enquiries. The Consultant shall liaise closely and take into account advice and recommendations made by FFA staff in relation to the Consultancy and other matters related thereto.

## **ASSISTANCE TO BE PROVIDED BY FFA**

1. As far as possible, provision of necessary documents, on a confidential basis if necessary, to the consultant upon request.
2. Liaison with relevant stakeholders as required, including official notification to advise of the nature of the project and requesting cooperation.

## **OUTPUT/MILESTONES**

Output	Proposed time line
Work plan and proposed schedule.	Within one week of contract signature
Draft report presented to the FFA members and relevant stakeholders to review and comment.	Within three months of contract signature
Final report incorporating all the comments from members and stakeholder.	Two weeks after review and comments by members and stakeholders.

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

## **FFA'S RIGHTS TO VARY REQUIREMENT 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 Request for Proposal (RFP) without any change in price or other terms and conditions.

## **CLOSING DATE FOR PROPOSALS**

Proposals should be emailed to [procurement@ffa.int](mailto:procurement@ffa.int) with the subject line heading **"CP08\_2021: To Develop a Socio-Economic Development Indicator Framework for the Pacific Tuna Industry"**. All proposals must be received by FFA before 5.00pm. 30<sup>th</sup> September 2020.

Please note that the FFA Standard Conditions of Contract are not negotiable

## 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 Consultants in which these Conditions have been incorporated by reference;
- (c) "FFA" means the South Pacific 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 Consultant 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 Consultant without restriction in relation to disclosure before the date of receipt from FFA;
  - has been independently developed or acquired by the Consultant.
- (f) "Usual Place of Residence" means the place of residence of the Consultants during the duration of the consultancy, as designated in the Memorandum of Agreement;
- (g) "Term of Engagement" means the entire period during which the Consultants 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 Consultants 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 Consultants 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 Consultant in performing the Consultancy Services, including travel time.
- 2.2 Except as otherwise agreed between FFA and the Consultant, 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, FFA shall pay to or reimburse the Consultants for the following allowances, costs and expenses:
- (a) A daily subsistence allowance (DSA) at standard FFA rates for every day during the term of engagement during which the Consultant 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 Consultant 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 Consultants 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 The consultancy fees payable under the Contract will be paid to the consultants 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 Consultant 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 The travel costs and DSA (other than those paid in advance by FFA under Schedule B) shall be paid by FFA upon written application made by the Consultant to FFA, supported by such receipts or other evidence as FFA may reasonably require to establish that the Consultant was absent for the purpose of the Consultancy Services from the Usual Place of Residence. Where an advance of DSA has been made, FFA shall require the Consultant to complete a reconciliation of advance against actual entitlement.

4.4 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 Consultant 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 'Consultants; and FFA, the fees shall be paid in the currency specified in Schedule B. All travel costs, allowances, and out-of-pocket expenses shall be paid either in the currency in which the same were incurred or in US dollars or partly in one currency and partly in the other, as FFA shall reasonably determine in consultation with the 'Consultants'.

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 Consultants incurred the expenditure or converted currency into the currency of expenditure, whichever first occurred.

## **5. Medical and Insurance**

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

## **6. Indemnity**

6.1 Subject to the provisions of this Contract, the Consultants 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 Consultants in connection with this Contract.

6.2 The Consultants' 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 Consultants 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 Consultants 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 Consultants 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 Consultants 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 Consultants 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 Consultants 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 Consultants shall not engage in any activity or obtain any interest during the Term of Engagement that is likely to conflict with or restrict the Consultants in providing the Consultancy Services to FFA fairly and independently.

## **9. Disclosure of Information**

- 9.1 The Consultants 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 Consultants to give a written undertaking, in a form required by FFA, relating to the non-disclosure of Confidential Information. The Consultants shall promptly arrange for all such undertakings to be given.
- 9.3 The obligation on the Consultants 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 Consultants and directly attributable to the termination or partial termination of this Contract.

1.2 Upon receipt of a notice of termination the Consultants 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 Consultants 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 Consultants 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 Consultants, signed by the Director-General or Deputy Director-General and forwarded to the Consultants 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 Solomon Islands and the parties agree, subject to the Contract, that the courts of Solomon Islands shall have jurisdiction to entertain any action in respect of, or arising out of, this Contract.

## ANNEX IV

### Background Papers

The need for, and approach to indicators, has been well documented in many generic and specific reports over the last couple of decades to help quantify the contribution of fisheries benefits to a country, region and community. Examples of relevant publications which may assist the consultant include:

- i. Fisheries in the Economies of Pacific Island Countries and Territories (R.D. Gillett, SPC, 2016) includes Recommendations for Improving the Measurement of Fisheries Benefits (which includes recommendations for both Employment and Nutrition benefit categories).
- ii. Review of Fisheries in OECD Countries: Policies and Summary Statistics (OECD, 2003) contains a Special Chapter on Economic and Social Sustainability Indicators for Fisheries. This followed publication of Fisheries Sustainability Indicators: The OECD Experience (Le Gallic, OECD, 2002).
- iii. The Fishery Performance Indicators for Global Tuna Fisheries (McCluney, J.K.; Anderson, C.M.; & Anderson, J.L. in Nature Communications [2019] 10:1641 [www.nature.com](http://www.nature.com)) which characterises the ecological, economic and community performance of 21 major tuna fisheries using Fishery Performance indicators.

Further, a number of international organisations and regional institutions have identified the need for stronger socio-economic indicators to help define the contribution of fisheries to development at a country level and expressed an initial interest in contributing to their development, including, for example, the WWF Market Transformation Initiative (marine focus on Coral Triangle); the Pew Charitable Trusts International Fisheries Initiative; Conservation International Sustaining Pacific Island Fisheries; and The Economics of Ecosystems and Biodiversity TEEB Agrifood Initiative and UN Global Compact SDG14 (Life under Water) Blueprint for Business.

In February 2019, the Food and Agriculture Organization of the UN (FAO) released a technical paper that aims to support improved understanding and measurement of fisheries' contribution to gross domestic product (GDP). This FAO publication explains that there is a general lack of consensus on how to measure an industry's or sector's contribution to GDP, including on how to measure the contribution of fisheries. They note that one of the challenges for fisheries' contribution to GDP is measuring both the demand and supply-side factors. To develop an improved methodology, this paper proposes input-output models to formulate and clarify a set of agreed measures of the contribution of fisheries (including aquaculture) to GDP.

Finally, the UN's Sustainable Development Goals through SDG14 (Life below Water) includes an indicator that intends to measure the value of sustainable fisheries. SGD indicator 14.7.1 focuses on sustainable fisheries as a percentage of GDP in small island developing states (SIDS), least developed countries (LDCs) and all countries.