



REQUEST FOR PROPOSAL

TO: SUITABLY QUALIFIED SERVICE PROVIDERS

RFP No. CP02_2021 NTSA Short Films Documentary

DATE: 18th August, 2020

SUBJECT: READVERTISEMENT OF PROFESSIONAL SERVICES FOR PHOTOGRAPHY AND VIDEOGRAPHY INCLUDING THE COORDINATION AND PRODUCTION OF A SHORT DOCUMENTARY-TYPE-FILM FOR NIUE TREATY SUBSIDIARY AGREEMENT (NTSA) AND PERSONS OF INTEREST (POI).

Interested parties are invited to submit bids in response to the attached request for proposal for professional services for photography and videography including the coordination/production of a short documentary-type-film for NTSA and POI.

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 any specific party.

Dr Manu Tupou-Roosen

Director General

Annex 1: Instructions to Bidders

INSTRUCTIONS TO BIDDERS

RFP No. CP02_2021 NTSA Short Films Documentary

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES FOR PHOTOGRAPHY AND VIDEOGRAPHY INCLUDING THE COORDINATION AND PRODUCTION OF A SHORT DOCUMENTARY-TYPE FILM – NTSA (AND POI)

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 4pm, UTC+ 11, 1st September, 2020 (time, timezone, day, date, year). 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 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.
- 1.6. The proposal should also include:
 - i. Documentation outlining the proposed methodology, inputs, personnel 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 experience.
 - iii. A separately enclosed financial proposal providing a detailed cost summary for carrying out the work.

2. Period of validity of proposals

- 2.1. Proposals shall remain valid for forty (40) 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 following outputs are required:

- i. A well-managed implementation project with clear milestones to be achieved within a specified timeframe.
- ii. Monthly reports which will detail all activities undertaken, make recommendations on next steps and provide updates on progress of implementation.

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 being 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 outlined in the following.

Competency Requirements	Score Weight (%)	Total Obtainable Score
Cited examples of relevant similar or relate experience	20	40
The methodology proposed to undertake the required work and timeline proposed for completion	50	100
Qualifications and experience	30	60
Total Score	100%	200
Qualification score	70%	140

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 the technical and financial evaluations.

Note: Submissions may include proposing an individual person to undertake this work or a team of personnel.

5. Financial Proposals

The financial proposal should be submitted by separate cover and should not be 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 Legal Counsel, Dr Pio Manoa at pio.manoa@ffa.int.

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.

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 price or other terms and conditions.

8. Closing date for proposals

Proposals should be emailed to procurement@ffa.int, with copies to the above contacts, with the subject line heading “**REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES FOR PHOTOGRAPHY AND VIDEOGRAPHY INCLUDING THE COORDINATION AND PRODUCTION OF A SHORT DOCUMENTARY-TYPE FILM – NTSA (AND POI)**”.

The deadline for receipt of proposals 4pm, UTC+ 11, 1st September, 2020 (time, time zone, day, date, year).

Annex II: Terms of Reference

TERMS OF REFERENCE

RFP No. CP02_2021 NTSA Short Films Documentary

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES FOR PHOTOGRAPHY AND VIDEOGRAPHY INCLUDING THE COORDINATION AND PRODUCTION OF A SHORT DOCUMENTARY-TYPE FILM – NTSA (AND PO)

1.0 Introduction and Background

Background

The Pacific Islands Forum Fisheries Agency (FFA) traces its origin to the South Pacific Forum meeting in Port Moresby in 1978 which adopted a Declaration on the Law of the Sea and the establishment of a regional fisheries agency and outlined its functions. The Agency is responsible for assisting its 17 members to build and develop human resource capacity in sustainable tuna fishery management and development of the tuna fishery resources while maintaining operational enforcement and compliance with national laws and regional tuna fisheries arrangements.

FFA's Role to Members

FFA consists of the Forum Fisheries Committee (FFC) of officials and FFC Ministerial Meeting, which are its governing bodies, and a Secretariat. The Secretariat, with a current establishment of approximately ninety positions, is organised into four divisions: Fisheries Management, Fisheries Development, Fisheries Operations, and Corporate Services. FFA is led by an executive management unit headed by the Director-General.

The Vision of the Members of the Pacific Islands Forum Fisheries Agency is: "Our people will enjoy the highest levels of social and economic benefits through the sustainable use of our offshore fisheries resources".

The Mission of the Forum Fisheries Agency is: "To drive regional cooperation to create and enable the maximum long term social and economic benefit from the sustainable use of our shared offshore fishery resources."

The work of the Agency includes services delivered by three programmes: Fisheries Management, Fisheries Development and Fisheries Operations. Each of these programmes have specific areas or topics that require training for effective implementation. The Agency also has an Executive that delivers High Level Advice and a Corporate Services Division.

FFA's Role in Supporting Members' Monitoring Control and Surveillance Capacity

The Fisheries Operations division leads in strengthening monitoring, control and surveillance (MCS) capabilities of FFA Members. This is facilitated through, among other initiatives: joint MCS exercises, national, regional and subregional workshops and trainings, and the implementation of the *Agreement on Strengthening Implementation of the Niue Treaty on*

Cooperation in Fisheries Surveillance and Law Enforcement in the South Pacific Region ("NTSA" or "Agreement").

In addition, the FFA Secretariat has embarked on a project on "Persons of Interest" (POI). The POI initiative focuses on individuals (natural and legal persons) that are engaged in illegal, unreported and unregulated fishing activities.

2.0 Service Description and Objectives:

The project is seeking the provision of a service provider:

- To work closely with the Legal Counsel to coordinate logistics and resources, research archives, develop scripts and shooting timeframes, oversee production and editing, and complete a short documentary film for the final approval from FFA.
- Provision of equipment and expertise for the shooting of the documentary, including audio and editing of video and photographic content, and delivery of master DVD and online file.

The objective is to gather content material that will highlight the importance of the Agreement in strengthening regional cooperation in fisheries monitoring control and surveillance. Content and material gathered, including photographs and short video clips, will be used also to support the preparation of a documentary on the Agreement.

In addition, content and material gathered should also support the preparation of a documentary in the future on the POI initiative.

3.0 Scope of Services

The FFA is looking to consider the following:

1. A service provider who would conduct research, coordinate the scripting, logistics and support for the production of documentary type film including editing and delivery.
2. A service provider who will provide professional photography and videography services to record and gather content needed for a documentary film, as well as photographs to accompany a feature on regional cooperation in fisheries monitoring, control and surveillance.
3. The service provider will also film regional MCS operations and platforms used in such operations for short media clips for broadcast with its own network of pacific broadcasters.

Therefore, this request for quotations (RFQ) welcomes applications from:

- Individuals that can provide the services of filming coordination and production, audio, editing and photography;

- Production companies that provide the services of filming coordination and production, audio, editing and photography.

The responsibilities of the coordination consultant are as follows:

- Provide the following services from the date of signing a contract until 13th November, 2020.
- Setting and adhering to a schedule of documentary film content gathering and production.
- Liaising with the Legal Counsel and the Director of Fisheries Operations and with other relevant experts, to script the content of videos and brief the participants in the filming and photography.
- Researching of documentary type films and in-house FFA for potential useful content and structuring of documentary film, and obtaining approval for any reproduction and inclusion of content.
- Coordinating with an external video production company (where relevant) for the shooting and editing of the content.
- Produce relevant video clips to assist FFA promote awareness and publicise the film.

The responsibilities of the service provider are as follows:

- Provide the following services on a needs basis from the date of signing a contract until 13th November, 2020.
- Assist the Legal Counsel and the Director Fisheries Operations in the setting of a schedule for content gathering visits/production.
- Liaising with the Legal Counsel and the Director Fisheries Operations to ensure that the script, participants and all necessary logistics and equipment are planned to their satisfaction
- Undertake the shooting of video and photography ensuring all audio and lighting for optimal production
- Produce a draft edit for FFA consideration and comments
- Produce a final edit taking into account comments on the first draft, and submitting to the Director General for approval.
- Provide to the project coordinator a master DVD and digital file for reproduction and upload.

The service provider will own or have unrestricted access to all of the necessary equipment for the video production and photography, and will have their own editing software and computer hardware to edit the content into final master copies.

The anticipated outputs are:

1. 5 documentary-type videos of approximately **8 minutes – 10 minutes** in length including the use of drone footage as well as researched materials on cooperation in fisheries monitoring, control and surveillance in the region.
2. The subject areas are:
 - a. The FFA and its mandate
 - b. Key achievements in fisheries monitoring, control and surveillance in the region
 - c. The relevance of the Agreement in fisheries MCS in the region
 - d. Features of the Agreement
 - e. Key priorities going forward
 - f. Preparatory work on the POI initiative
3. The documentary is to assist those using the Agreement (including fisheries policy officers, legal advisers and MCS practitioners) to understand the purpose and intent of its provisions. The legal implications of certain provisions are to be elaborated. Procedures in the operationalisation of the Agreement are to be clearly set out. Emphasis is to be placed on the benefits to the region from cooperation in MCS.
4. Photographs of the fisheries MCS in action inclusive of those of beneficiaries taken as part of content gathering missions.

Reporting Documents:

- i. A final report, which will detail all activities undertaken, the video and photography undertaken. The final report will also make recommendations on future documentary-film productions, both in terms of content and in terms of coordination and production.

4.0 Institutional Arrangement

The service provider will undertake this work under the overall supervision of the FFA Legal Counsel.

5.0 Period of the Consultancy

This consultancy will be around the 14th September 2020, or date of signature of contract, until 20th November 2020. A total of **45 consultancy days** is envisaged.

The consultant will note that the work plan to be provided, in Annex III should be structured so that all activities are completed within these dates.

6.0 Qualifications of the Consultant

The service provider should present the qualifications of the individual's coordination consultant, and of the video production consultant and their support staff.

Annex III: FFA Standard Conditions of Contract

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 Consultant 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 Consultant knows or ought to know is confidential; but does not include information which:
 - (iv) is or becomes public knowledge other than by breach of this Contract;
 - (v) is in the possession of the Consultant without restriction in relation to disclosure before the date of receipt from FFA;
 - (vi) has been independently developed or acquired by the Consultant.
- (f) "Usual Place of Residence" means the place of residence of the Consultant designated in the Memorandum of Agreement;
- (g) "Term of Engagement" means the entire period during which the Consultant 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 Consultant 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 Consultant in performing the Consultancy Services. For the purpose of determining the amount of such fees:

- (a) Where fees are expressed in terms of a monthly rate each month shall be deemed to be of thirty days, and the time spent in performing the Consultancy Services shall include travel time, weekends and public holidays. Fees in respect of periods of less than one month shall be computed on a calendar day basis, and one calendar day shall be deemed equal to one thirtieth of one month.
- (b) 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. Travel, Allowances and Expenses

3.1 In addition to the fees specified in clause 2 and subject to Schedules A and B, FFA shall pay to or reimburse the Consultant 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 Consultant 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 maximum fees payable under the Contract will be paid in accordance with Schedule B.
- 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 (other than those paid in advance by FFA under Schedule B), DSA and reimbursable costs and expenses referred to in clause 3 shall be paid by FFA upon written application made by the Consultant to FFA at the conclusion of the Term of Engagement 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 or that the expenditure was incurred in the amount and currency and in the manner claimed. Where an advance of DSA has been made, FFA shall require the Consultant to complete a reconciliation of advance against actual entitlement.
- 4.4 Unless otherwise agreed between the Consultant 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 Solomon Island dollars or partly in one currency and partly in the other, as FFA shall reasonably determine.
- 4.5 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 Consultant incurred the expenditure or converted currency into the currency of expenditure, whichever first occurred.

5. Medical and Insurance

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

6. Indemnity

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

- 6.2 The Consultant's 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 Consultant covenants and agrees that:

- (a) During the Term of Engagement, he shall devote the whole of his 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. He 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 he shall continue to cooperate with FFA to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by him.
- (i) At all times he shall act with appropriate propriety and in particular refrain from making any public statement concerning the Consultancy Services without the prior approval of FFA.
- (ii) He shall have no authority to commit FFA in any way whatsoever and shall make this clear as circumstances warrant.
- (iii) He 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.
- (iv) All reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Consultant 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 Consultant 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 Consultant warrants that, to the best of his 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 Consultant undertakes 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 Consultant fails to notify FFA or is 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 Consultant shall not engage in any activity or obtain any interest during the Term of Engagement that is likely to conflict with or restrict the Consultant in providing the Consultancy Services to FFA fairly and independently.

9. Confidentiality and Disclosure of Information

9.1 The Consultant 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. In any case, the Consultant shall be bound by protocols and policies set out in the *FFA Information Security Management System* in the handling and management of any Confidential Information.

9.2 FFA may at any time require the Consultant to give a written undertaking, in a form required by FFA, relating to the non-disclosure of Confidential Information. The Consultant shall promptly arrange for all such undertakings to be given.

9.3 The obligation on the Consultant 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 Consultant and directly attributable to the termination or partial termination of this Contract.

10.2 Upon receipt of a notice of termination the Consultant 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 Consultant 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 Consultant to FFA, addressed and forwarded to the Director, Forum Fisheries Agency, P.O. Box 629, Honiara, Solomon Islands. Fax: (+677) 23995.
- (b) if given by FFA to the Consultant, signed by the Director or Deputy Director and forwarded to the Consultant 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. Relationship

- 16.1 Nothing in this Contract shall be deemed or **construed as creating a partnership, joint venture, master-servant, principal-agent, employer-employee, or other relationship for any purpose whatsoever**

17. Applicable Law

- 17.1 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.