



REQUEST FOR PROPOSALS

TO: SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDERS

SUBJECT: RFP No. CP12_2021: FFA ELECTRONIC REPORTING AND ELECTRONIC MONITORING COORDINATOR (ERandEM COORDINATOR)

DATE: 22 February 2021

Submissions are invited from interested parties to submit a proposal in response to the attached request for proposals to advise FFA on electronic reporting and electronic monitoring and oversee the implementation of the Regional Longline Fisheries Electronic Monitoring Policy.

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 letter is not to be construed in any way as an offer of contract to any specific party.

Yours sincerely

Dr Manumatavai Tupou-Roosen
DIRECTOR-GENERAL

Annex I

Instruction to Bidders

REQUEST FOR PROPOSALS NO. CP12_2021

FFA ELECTRONIC REPORTING AND ELECTRONIC MONITORING COORDINATOR

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 cases the interpreted document will be used for processing and evaluation purposes.

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

1.3. The deadline for submission of proposals is **Wednesday 24 March 2021, 16:30 pm Solomon Islands Time**. Any proposal received after this date will not be considered. FFA may, at its discretion, extend the deadline for the submission of proposals by notifying all prospective bidders in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by FFA on its own initiative or in response to a clarification requested by a prospective bidder.

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

1.5. 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) A cover letter outlining proposed methodology and timelines for undertaking the assignment as per the Terms of Reference (Annex II).
- (ii) A maximum of 10 pages of information on the CVs of the personnel proposed to undertake the work, their background and relevant experience of the consultant 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 of 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 ERandEM Coordinator will be required to advise FFA on electronic reporting and electronic monitoring issues and oversee the implementation of the Regional Longline Fisheries Electronic Monitoring Policy. The following outputs are required:

- A well-managed workplan with clear milestones to be achieved within a specified timeframe.
- Monthly reports which will detail all activities undertaken, make recommendations on next steps and provide updates on progress of implementation of the EM Policy as well as status of work related to ERandEM.

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 outlined in the following.

The consultant will be required to demonstrate considerable experience in similar work and must have had some understanding of the Pacific Islands Region and its society. Working knowledge of the wider Pacific Islands region will be an advantage but is not necessary. He/she will also be required to provide some examples of relevant work he or she has undertaken in the past.

Competency Requirements	Score Weight (%)	Total Obtainable Score
Cited examples of relevant similar or related experience.	20	40
The methodology proposed to undertake the required work and the timeline proposed for completion of the work and submission of a final report.	50	100
The qualifications and experience of the personnel proposed to undertake the assignment.	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 accumulative scores of 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 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

Requests for any additional information, queries or questions are to be emailed to the FFA Compliance Policy Advisor, Ms. 'Ana F. Taholo at ana.taholo@ffa.int

7. Award of Contract

A contract shall be issued to the successful tenderer and payment will be made, in accordance with the contract, upon successful completion and submission of the required outputs.

Tenders should be addressed to:

The Director-General

FFA Tender Committee

Procurement reference number CP12_2021–FFA Electronic Reporting and Electronic Monitoring Coordinator (ERandEM Coordinator)

PO Box 629

Honiara, Solomon Islands

or the Tender document may be emailed in pdf format to procurement@ffa.int with the subject line: **Procurement Reference Number CP12_2021– ERandEM Coordinator**

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 price or other terms and conditions.



9. Closing date for proposals

Proposals should be emailed to procurement@ffa.int with copies to the above contacts with the subject line heading "ERandEM Coordinator". The deadline for receipt of proposals **Wednesday 24 March 2021, 16:30pm Solomon Islands Time**.

Note: The FFA Standard Conditions of Contract are not negotiable.



Annex II

Terms of Reference

REQUEST FOR PROPOSALS NO. CP12_2021

FFA ELECTRONIC REPORTING AND ELECTRONIC MONITORING COORDINATOR

Title

FFA ERandEM COORDINATOR - TO ADVISE FFA ON ELECTRONIC REPORTING AND ELECTRONIC MONITORING AND OVERSEE THE IMPLEMENTATION OF THE REGIONAL LONGLINE FISHERIES ELECTRONIC MONITORING POLICY

Background

About the Pacific Islands Forum Fisheries Agency

The Pacific Islands Forum Fisheries Agency (FFA) was established by Forum Leaders in 1979 to strengthen the national capacity and regional solidarity of Forum member countries in the sustainable management and development of their offshore fisheries resources. Tuna fisheries make a significant contribution to many FFA members' economies and are an important source of revenue for government and export earnings. The WCPO tuna fishery is one of the largest in the world, catching over two million tonnes annually and is worth over 3USD billion a year. In addition, the four main target tuna stocks in the region are currently considered to be at sustainable levels. The Agency is responsible for assisting its 17 members to coordinate sustainable tuna fishery management policies in their exclusive economic zone and for promoting the development of their tuna fishery arrangements.

FFA's Role for its Members

FFA consists of the Forum Fisheries Committee (FFC) of officials and FFC Ministerial Meeting which are its governing bodies, and a Secretariat which is based in Honiara, Solomon Islands. The FFA Secretariat provides advice, technical assistance and other services to Members at the national, sub-regional and regional level. The Secretariat is organised into four divisions: Fisheries Management, Fisheries Development, Fisheries Operation and Corporate Services.

The Vision of the members of the FFA is that "Our people enjoying the greatest possible social and economic benefits from the sustainable use of offshore fisheries resources".

Its Mission is "Empowering FFA Members to take collective and national action for the sustainable use of offshore fisheries resources".

Electronic Reporting and Electronic Monitoring

Electronic Reporting and Electronic Monitoring work sits across the Fisheries Operations and Fisheries Management Divisions of FFA. Fisheries are becoming increasingly dependent upon electronic solutions for both management and compliance purposes. These solutions have continued to evolve over time and many of our members are using electronic tools to capture and transmit fishery data through electronic reporting (ER) and/or electronic monitoring (EM). Examples of ER include electronic entry and transmission of catch logsheets, observer reports and offload

records. E-Reporting provides the opportunity for real time reporting of critical information through satellite transmission or mobile networks, as well as to store data for download at the end of a trip. Whilst ER may be more advanced amongst FFA members, EM, apart from VMS, is still either being trialed or at an early stage of implementation by some. Status of implementation of both ER and EM in the region, as at mid-2020, can be found at <https://www.wcpfc.int/node/46590>

At FFC114 (June 2020), FFA members reaffirmed their commitment to progressively adopt electronic reporting for fishing vessels operating within their exclusive economic zones and the high seas with a view to achieving 100% adoption by 2022, noting the need to cater for special circumstances of small domestic vessels operating solely within EEZs. FFC114 also adopted the [Regional Longline Fisheries Electronic Monitoring Policy](#), as a guide for members in support of the development of their national EM programmes. Further, FFC114 tasked the Secretariat, in collaboration with SPC and PNAO, to develop a fully costed work plan to progress implementation of the EM Policy. A draft workplan is in place which will require active review and monitoring in order to progress the tasks required therein.

In the WCPFC context, an ERandEM Working Group (WG) has been in place since 2015 and has held four meetings to-date. Whilst the first two meetings focussed on ER, the third and fourth shifted focus to EM. The current discussion is on a draft Conservation and Management Measure (CMM) for EM and the development of EM standards. More information can be found on WCPFC ERandEMWG at <https://www.wcpfc.int/erandem-iwg>

The Pacific Community (SPC) actively supports members with ER and EM including through the rollout of ER tools, EM development and facilitating regional workshops. Further information is available here - [E-Reporting & E-Monitoring \(spc.int\)](#).

Service Description and Objectives:

- The FFA Secretariat is seeking to engage the services of a consultant to provide advice and support to FFA decision-making and associated technical perspectives on electronic reporting and electronic monitoring issues and oversee the implementation of the Regional Longline Fisheries Electronic Monitoring Policy.
- The consultant will take on the role of FFA ER and EM Coordinator and coordinate and progress FFA Secretariat and Member ER and EM development and issues including the implementation of the EM Longline Policy, over the coming eighteen (18) months.
- The objective is to provide advice and support to the FFA Secretariat and Members with regard to strategies and issues related to ER and EM in an effective and timely manner.

Scope of Services

The FFA ER and EM Coordinator is expected to coordinate and oversee all work related to ER and EM including, but not limited to:

- Provide support to, and formulate advice for, FFA members on issues related to ER and EM including in relation to the FFA MCS working group and WCPFC related meetings;

- Progress, monitor and implement the Regional Longline EM Policy, including further advancing the work to develop comprehensive EM standards suitable for all FFA members;
- Oversee any consultancies and contracts required to progress the implementation of the EM Policy, including development of ToRs and active oversight of work being undertaken;
- Provide input into researching and/or investigating appropriate technologies/developments related to ER and EM and liaise with service providers to ensure relevant information can be conveyed to FFA Members;
- Provide strategic assistance to FFA Members to assist with the development of national ER and EM strategies and in sourcing associated technical and financial resources;
- Liaise on an ongoing basis with SPC, PNAO and other relevant organisations on the provision of assistance and support to ER and EM initiatives;
- Work in close collaboration and on a daily basis with other FFA staff, particularly those staff in the Fisheries Operations and Fisheries Management Divisions whose work interfaces directly with work on ER and EM.

Outputs

The following outputs are required:

- A well-managed workplan on both ER and EM with clear milestones to be achieved for each within a specified timeframe;
- Monthly reports with documentation of activities undertaken including recommendations on next steps and updates on progress with the implementation of the EM Policy as well as status of Secretariat, sub-regional and national level work related to ER and EM.

Reporting documents

- Monthly reports, which will detail all activities undertaken and make recommendations on next steps.

Institutional Arrangements

- The consultant will undertake this work under the overall supervision of the Director of Fisheries Operations but will also work collaboratively with relevant FFA staff.

Period of the Consultancy

- This consultancy will be from the date of signature of contract for a period of eighteen months initially, with the possibility of extension.
- The FFA ERandEM Coordinator role is anticipated to be close to the equivalent of a full-time position for one person.
- The consultant will note that the work plan to be provided should be structured so that all activities are completed within specified dates.

Operational Arrangements

- Given the current pandemic, the ERandEM Coordinator maybe expected to start remotely and be home-based.
- When normalcy returns, the consultant would be expected to spend considerable periods of time based at the FFA Secretariat in Honiara but there is the flexibility to consider alternative arrangements that will still deliver on the scope of services.

Qualifications of the Consultant

- The consultant should present their qualifications and relevant experience that shall be commensurate with the skills required including in fisheries management, fisheries science, information technology or related field relevant to the demands of the role.
- Experience in the field of electronic reporting and electronic monitoring, ideally in the context of fisheries, is essential.
- Familiarity with the work of FFA and experience working in the Pacific region with regional organisations and FFA member countries would also be an advantage.

Remuneration

While competitive bids are sought for award of this contract, the following guidance is provided with respect to financial bids. It is anticipated that this role will be roughly equivalent to a full time FFA advisory role under FFA Salary Band 12 (attached). Specific terms and conditions to be applied to this contract will depend on the circumstances of the successful bidder, including whether or not they intend to relocate to Honiara for all or part of the duration of the contract.

ANNEX III

FFA STANDARD CONDITIONS OF CONTRACT

REQUEST FOR PROPOSALS CP12_2021

**FFA ELECTRONIC REPORTING AND ELECTRONIC MONITORING COORDINATOR
(ERandEM COORDINATOR)**

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 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.