



FFA

REQUEST FOR PROPOSAL

**TO: SUITABLY QUALIFIED AND EXPERIENCED MARINE ENVIRONMENT AND FISHERIES
RESOURCE MANAGEMENT CONSULTANTS**

**RFP No. CP09_2021: AN ASSESSMENT OF FISHING VESSEL PLASTIC WASTE DISPOSAL PRACTICES IN
THE WCPO REGION**

DATE: 20 October, 2020

**SUBJECT: REQUEST FOR PROPOSAL- AN ASSESSMENT OF FISHING VESSEL PLASTIC WASTE
DISPOSAL PRACTICES AND IMPACTS IN THE WCPO REGION**

Interested Parties are invited to submit a proposal in response to the attached request for proposals to undertake a study towards an assessment of fishing vessel plastic waste disposal processes and impacts in the Pacific Islands WCPO region.

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 IV: FFA Standard Conditions of Contract

This letter is not to be construed in any way as an offer to contract to any specific Party.

Yours sincerely

**Dr Mahumatavai Tupou-Roosen
DIRECTOR-GENERAL**

Annex I

Instruction to Bidders

REQUEST FOR PROPOSALS No. RFP No. CP09_2021

AN ASSESSMENT OF FISHING VESSEL PLASTIC WASTE DISPOSAL PRACTICES IN THE WCPO REGION

1. Submission of Proposals

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

If any of the supporting documentation or printed literature is in any other language, a written translation of the document in English should also be provided. In such case the interpreted document will be used for processing and evaluation purposes.

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

1.3. The deadline for submission of proposals is 5.00pm (Solomon Islands time) on Friday 20th November, 2020. Any proposal received after this date will not be considered unless FFA, at its discretion, extends the deadline for the submission of proposals by notifying all prospective bidders in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by FFA on its own initiative or in response to a clarification requested by a prospective bidder.

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

1.5 The successful bidder will be required to sign an FFA standard contract for the delivery of services. The FFA Standard Conditions for Contract are not negotiable.

1.5. The proposal should also include:

- i. A cover letter outlining proposed methodology and time lines for undertaking the assignment as per the Terms of Reference (Annex II);
- ii. A maximum of 10 pages of information on the CVs of the personnel proposed to complete the work, the background and relevant experience of the consultants or agency proposed to complete the work as well as a summary of any similar or related work.
- iii. A separately enclosed financial proposal providing a detailed cost summary for the implementation of the work.

2. Period of validity of proposals

2.1. Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by FFA, pursuant to the deadline clause. A proposal valid for a shorter period may be rejected by FFA on the grounds that it is non-responsive.

2.2. In exceptional circumstances, FFA may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify its proposal.

3. Outputs required

The following outputs are required from the proposal:

- An outline plan as to how this work can be effectively carried out as a desktop study.
- A clear statement of the proposed methodology used to undertake the assessment process.
- A detailed analysis of the methodology to be applied in considering the nature and extent of plastic waste disposal mechanisms and processes in fishing vessels. How these mechanisms are currently being applied in vessels operating in the region, both as licensed vessels fishing within EEZs and on the high seas.

The required deliverables of the study are:

- A summary of current fishing vessel plastic waste disposal practices in FFA Member EEZs and adjacent high seas.
- An estimate of the amounts of plastic waste generated on a per vessel basis by vessel type and operation.
- An estimate of the proportion of the amounts of plastic waste generated per vessel that is being directly dumped into the ocean and a review of the potential impacts of this practice.
- A summary of options for the mitigation of plastic waste disposal from fishing vessels other than oceanic dumping including consideration of the associated costs, and how these practices might be applied.
- In considering mitigation practices, take account of the current and potential impact on port waste disposal infrastructure using no less than three examples of high fishing vessel traffic ports such as Suva, Noro, Majuro or Pohnpei.
- Provide a summary review of regulatory practices that could potentially be applied in support of mitigating the environmental impacts of plastic waste disposal.

The consultants will be required to submit a draft report for review, and take account of comments before compiling the final report.

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 evaluation of associated financial proposals. The financial proposal will only be reviewed for those submissions that have passed the first stage with a minimum technical score of 70% of the total obtainable score in the evaluation of the technical proposals.

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

Competency Requirements	Score Weight (%)	
Cited examples of relevant similar or related experience.	25	
The methodology proposed to undertake the quantification analysis and to complete the assigned tasks.	30	
The qualifications and experience of the personnel proposed to undertake the assignment.	30	
The timeline proposed for the completion of the job and submission of the final report	15	
Total Score	100%	
Qualification Score	70%	

In the Second Stage, the financial proposal of all bidders, who have attained a minimum of 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder(s) offering the best value for money taking in account the cumulative scores of technical and financial evaluations.

5. Financial Proposals

The financial proposal should be submitted as a separate document and not included as part of the technical proposal. Financial proposals should provide a budget for the project including professional fees, travel and accommodation and any other costs associated with the completion of this work.

6. Requests for further information

Queries or questions are to be emailed to Hugh Walton hugh.walton@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.

7. FFA's right to vary requirements at time of award.

FFA reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in unit price or other terms and conditions.

8. Closing date for proposals

Tenders must be received by 5.00pm (Solomon Island time) on Friday 20th November, 2020.

Tenders should be addressed to:

Director General

FFA Tender Committee

Forum Fisheries Agency (FFA)

RFP No. CP09_2021 – An assessment of visiting vessel plastic waste disposal practices in the WCPO region

All proposals should be emailed to: procurement@ffa.int with Plastic Waste 2020 noted in the heading.

The FFA Standard Conditions of Contract are not negotiable.

Annex II

Terms of Reference

RFP No. CP09_2021 - AN ASSESSMENT OF FISHING VESSEL PLASTIC WASTE DISPOSAL PRACTICES IN THE WCPO REGION

A. Title

AN ASSESSMENT OF FISHING VESSEL PLASTIC WASTE DISPOSAL PRACTICES IN THE WCPO REGION

B. Introduction

In 2018, FFA commissioned a study of **Fishing Vessel Waste Management at Three Pacific Island Ports – A Brief Profile and Discussion on Best Practice Waste Management** (Bulman, 2018). The objective of that study was to prepare a report on developing a business model for the application of environmental services for the servicing of fishing vessels operating in the waters of Pacific Island countries for disposal of waste - in particular plastic waste, oils, food waste, and other materials as appropriate.

Towards this objective, the study undertook a scoping mission to attempt identify the types and amounts of wastes originating from fishing vessels at three major fishing ports: Suva (domestic and foreign longline vessels); Majuro (mainly foreign purse seine transshipment and domestic longline vessels); and Noro (small domestic purse seine and pole/line fleets and foreign longline offloading).

The report provided a brief 'waste supply profile' of the wastes originating from fishing vessels we observed and researched at each of the three major fishing ports visited. With reference to MARPOL guidelines it also provides some background on best practice waste management and disposal systems, the current regulatory frameworks and discusses some regulatory options that could further improve and facilitate best practice waste management for fishing vessels and port reception facilities.

Prior to this study there was very limited data documenting the types and amounts of wastes originating from fishing vessels and the accounts of waste management practices advised in the course of the study varied greatly as did the practices observed at the ports.

C. Background

The 2018 study focused broadly on all types of waste management and the study took place not long after the adoption of the WCPFC Conservation Management Measure (CMM) 17/04 on Marine Pollution, as championed by the Republic of the Marshall Islands but prior to the CMM coming into effect on 1 January 2019. The adoption of the CMM was considered one of the big wins for FFA Members from WCPFC 14 in 2017.

Clause 2 of the CMM specifically states:

CCMs shall prohibit their fishing vessels operating in the WCPFC Convention area from discharging any plastic (including plastic packaging, items containing plastic and polystyrene) but not including fishing gear.

As of January 1, 2019, all fishing vessels operating in the WCPFC Convention Area are explicitly prohibited from dumping any plastics into the ocean. This is potentially an excellent step towards

curbing drastic levels of plastic marine pollution. However, the reality of current plastic disposal methods is in stark contrast to the intention of the measure.

A typical tuna longline vessel will set around 3000 hooks per set. The hooks are baited via 10 kilogram boxes which contain 100 – 120 pieces of bait. The boxes are waxed cardboard and each has a plastic liner to contain the bait and two plastic straps to seal the box. Therefore, with each set using around 30 boxes of bait for each set of 3000 hooks there are 90 pieces of plastic generated. If there are 1000 longline vessels setting every day (in reality there are more than that), then that represents conservatively 90,000 pieces of plastic per day or 630,000 pieces of plastic per week and 2,520,000 per month.

As far as has currently been ascertained, outside of Australia and New Zealand, only Fiji has licensing provisions which require the retention of plastic waste on board locally based and licensed vessels for disposal on shore.

It can only be concluded that a considerable number of high seas longline vessels dump the plastic waste from bait boxes in the ocean every day. Furthermore, plastic pollution from fishing vessels, particularly plastic strapping from bait boxes, is implicated in direct impacts on numerous endangered, threatened, or protected species.

The problem of plastic waste disposal at sea is not limited to just longline vessels. FFA/SPC recently coordinated a focused Observer trip on board a Vanuatu Flagged Taiwanese Carrier vessel undertaking transshipment with longline vessels operating on the high seas. The subsequent trip report noted as follows:

“Unfortunately, pollution incidents were common. MARPOL signage was abundant, but plastics were continuously thrown into the sea. There were properly marked bins on deck, but they were not emptied when we were in port. A poignant moment was watching three juvenile oceanic whitetip sharks chewing on the kitchen waste, which included plastics”.

With the exception of clause 2, the majority of the language in the measure is well intentioned, but light in the use of directive terminology, using terms such as “CCMs are encouraged” or “shall encourage” and “CCMs are requested.” In addition, the measure lacks a clause to define enforcement of clause 2 such as inclusion in any compliance monitoring scenario beyond flag state reporting.

Preliminary Analysis

FFA member CCMs can potentially utilise license conditions or regulatory inclusion of text in support of clause 2 of the measure or consider the adoption of clause 2 enforcement as an addition to Harmonised Minimum Terms and Conditions (HMTCs). However, this does not account for high seas operations unless DWFN CCMs also move to adopt mechanisms to enforce clause 2. It would be an imbalance to place restrictions on domestic based vessels, which do not apply to the high seas.

The standard argument against this is likely to be that there is just no means for high seas vessels to dispose of plastic bait box waste other than into the ocean. However, in reality this is potentially not the case.

In the case of domestic based vessels, waste can possibly either be disposed of on return from sea or prior to departure. Consider the scenario where bait boxes are emptied into bins (such as are standard storage containers on most vessels), then these bins can be stored with 3 boxes of bait per bin and stowed in the freezer to be used as required.

There would also seem to be potential for this to apply to carrier vessels loading bait for delivery to longline vessels, but this could involve the large plastic bins commonly utilised for fish holding on vessels and in ports. Significantly, this could also provide additional leverage for FFA members to improve observer coverage and reporting on transshipment or carrier vessels as well.

In another scenario, the suppliers of bait boxes could be encouraged to use waxed paper box liners and bind boxes with twine or tape which can be more easily stowed on board with the bait boxes and liners being burnt.

E. Terms of Reference

The requirements of the study are to undertake research, investigation and consultation to provide a detailed analysis of the following:

- An estimate of the amounts of plastic waste generated on a per vessel basis by vessel type and operation.
- A summary of current fishing vessel plastic waste disposal practices in FFA Member Countries and adjacent high seas areas.
- An estimate of the volumes of fishing vessel plastic waste that is being directly dumped into the ocean and a review of the potential impacts of this practice.
- A summary of the range of mechanisms for plastic waste disposal from fishing vessels other than oceanic dumping and how these could potentially be applied.
- Consideration and recommendation of practices that could be adopted to mitigate oceanic plastic waste disposal from fishing vessels, the associated costs, and how these practices might be applied.
- In considering mitigation practices, take account of the current and potential impact on port waste disposal infrastructure using three examples of high fishing vessel traffic ports such as Suva, Noro, Majuro or Pohnpei.
- Provide consideration as to possible strategies and actions that could be taken at both national and regional levels to eliminate all plastic waste disposal at sea.

F. Anticipated Outputs

The principal output from the study will be a detailed technical report and associated appendices that comprehensively address the terms of reference.

The consultants will be required to submit a draft report for comment and review, and take account of comments before compiling the final report.

G. Institutional Arrangements

All communications and consultations for the preparation of proposals should be directed to Hugh Walton hugh.walton@ffa.int

In implementing the work, the successful bidder will be accountable to the FFA Director of Fisheries Management and the OFMP II Project Coordinator.

WCPFC CMM

CONSERVATION AND MANAGEMENT MEASURE ON MARINE POLLUTION - Conservation and Management Measure 2017-04

1. Commission Members, Cooperating Non-Members and Participating Territories (CCMs) that are entitled to ratify, accept, approve or accede to the annexes of MARPOL and the London Protocol are encouraged to do so at the earliest possible opportunity if they have not already done so. CCMs that experience difficulties in becoming Parties to the MARPOL or London Protocol are encouraged to inform the International Maritime Organization of the circumstances thereof, so that consideration can be given to take appropriate action in this respect, including providing necessary technical assistance.
2. CCMs shall prohibit their fishing vessels operating within the WCPFC Convention Area **from discharging any plastics (including plastic packaging, items containing plastic and polystyrene)** but not including fishing gear.
3. CCMs are encouraged to prohibit their fishing vessels operating within the WCPFC Convention Area from discharging: a) oil or fuel products or oily residues into the sea; b) garbage, including fishing gear¹, food waste, domestic waste, incinerator ashes and cooking oil; and c) sewage, except as would be permitted under applicable international instruments.
4. CCMs are encouraged to undertake research into marine pollution related to fisheries in the WCPFC Convention Area to further develop and refine measures to reduce marine pollution, and are encouraged to submit to SC and TCC any information derived from such efforts.
5. CCMs shall encourage their fishing vessels within the WCPFC Convention Area to retrieve abandoned, lost or discarded fishing gear and retain the material on board, separate from other waste for discharge to port reception facilities. Where retrieval is not possible or does not occur, CCMs shall encourage their fishing vessels to report the latitude, longitude, type, size and age of abandoned, lost or discarded fishing gear.
6. CCMs are requested to ensure adequate port reception facilities are provided to receive waste from fishing vessels. SIDS CCMs are requested to utilise, as appropriate, regional port reception facilities in accordance with international standards.
7. CCMs are encouraged to ensure that fishing vessels flying their flag and operating within the WCPFC Convention Area inform their flag State of ports in countries that are Party to the annexes of MARPOL which do not have adequate port reception facilities for MARPOL wastes.
8. CCMs shall cooperate, consistent with national laws and regulations, directly or through the Commission, and in accordance with their capabilities, to actively support SIDS and Territories through the provision of adequate port facilities for receiving and appropriately disposing of waste from fishing vessels.
9. CCMs are encouraged to develop communication frameworks to enable the recording and sharing of information on fishing gear loss in order to reduce loss and facilitate recovery of fishing gear.
10. CCMs are further encouraged to develop frameworks or systems to assist fishing vessels to report the loss of gear to their flag State, relevant coastal States, and the Commission.
11. CCMs are encouraged to conduct training and awareness programs for the crew and master of fishing vessels flying their flag regarding the impacts of marine pollution and operational practices to eliminate marine pollution caused by fishing vessels.

12. This measure will be reviewed by the Commission every 3 years to consider expanding the scope of measure with respect to the elimination of marine pollution caused by fishing vessels.
13. The date of implementation for this measure is 1 January 2019

ANNEX III

FFA STANDARD CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract:

- (a) "Consultancy Services" means the Consultancy Services described in Schedule A;
- (b) "Memorandum of Agreement" means the agreement executed by and between FFA and the Institution in which these Conditions have been incorporated by reference;
- (c) "FFA" means the Pacific Islands Forum Fisheries Agency, based in Honiara, Solomon Islands;
- (d) "Contract" means the Memorandum of Agreement together with these Conditions and all other schedules and documents, if any, annexed to the Memorandum of Agreement or incorporated therein and intended to form part of the contractual relationship between the parties;
- (e) "Confidential Information" means information that:
 - (i) is by its nature confidential;
 - (ii) is designated by FFA as confidential;
 - (iii) the Institution knows or ought to know is confidential;but does not include information which:
 - is or becomes public knowledge other than by breach of this Contract;
 - is in the possession of the Institution without restriction in relation to disclosure before the date of receipt from FFA;
 - has been independently developed or acquired by the Institution
- (f) "Usual Place of Residence" means the place of residence of the Institutions during the duration of the consultancy, as designated in the Memorandum of Agreement;
- (g) "Term of Engagement" means the entire period during which the Institutions will be expected to perform the Consultancy Services.

1.2 Words importing a gender include any other gender.

1.3 Words in the singular number include the plural and words in the plural number include the singular.

1.4 Clause headings in this Contract are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

1.5 A reference to a Schedule is a reference to a Schedule to this Contract and includes such Schedule as amended or replaced from time to time by agreement in writing between the parties.

2. Fees

- 2.1 FFA shall pay fees to the Institutions in respect of the Consultancy Services at the rate and in the currency specified in Schedule B to the Memorandum of Agreement on the basis of time spent by the Institutions in performing the Consultancy Services. For the purpose of determining the amount of such fees:
- (a) Where the fees are expressed in terms of a daily rate the time spent in performing the Consultancy Services shall be determined solely on the basis of the number of days actually worked by the Institution in performing the Consultancy Services, including travel time.
- 2.2 Except as otherwise agreed between FFA and the Institution, no fees will be paid in respect of work performed other than during the Term of Engagement.

3. Expenses

- 3.1 In addition to the fees specified in clause 2 and subject to Schedule A and Schedule B, FFA shall pay to or reimburse the Institution for the following:
- (a) A daily subsistence allowance (DSA) at standard FFA rates for every day during the term of engagement during which the Institution shall be absent from the Usual Place of Residence for the purpose of performing the Consultancy Services; provided that DSA will be paid for the day of departure from the Usual Place of Residence but not for the day of return thereto. The DSA covers all accommodation charges, including government taxes (where applicable), meals, laundry and incidental expenses.
- (b) All transportation costs properly and reasonably incurred by the Institution in travelling for the purposes of the Consultancy Services whether within the Country of Assignment or elsewhere, including the cost of transportation by an appropriate means of public transport between the Usual Place of Residence and the nearest convenient international airport and the cost of economy class air travel.
- (c) All other reasonable out-of-pocket expenses of the Institution arising directly out of the performance of the Consultancy Services, including communications charges, airport and departure taxes, visa fees, taxi fares, and photocopying charges.

4. Payment of Fees, Costs and Expenses

- 4.1 Consultancy fees payable under the Contract will be paid in accordance with Schedule B and to the satisfaction of the FFA.
- 4.2 Where the Consultancy Services have not been performed to the satisfaction of FFA, FFA may withhold the balance of the fees in whole or in part and may:
- (a) require the Institution to carry out whatever additional work is required to complete the Consultancy Services to the satisfaction of FFA; or
- (b) terminate the Contract forthwith without prejudice to any right of action or remedy which has accrued or which may accrue in favour of FFA.
- 4.3 Printing and distribution costs and reimbursable costs and expenses referred to in clause 3 shall be paid by FFA upon written application made by the Institution to FFA, supported

by such receipts or other evidence as FFA may reasonably require to establish that that the expenditure was incurred in the amount and currency and in the manner claimed.

4.5 Unless otherwise agreed between the Institution and FFA, the fees shall be paid in the currency specified in Schedule B. All out-of-pocket expenses shall be paid either in the currency in which the same were incurred or in Solomon Island dollars or partly in one currency and partly in the other, as FFA shall reasonably determine in consultation with the Institution.

4.6 Whenever it shall be necessary to determine the equivalent of an amount in one currency in terms of another, the conversion shall be made at the rate which FFA shall determine was applicable at the time and place when the Institution incurred the expenditure or converted currency into the currency of expenditure, whichever first occurred.

5. Medical and Insurance

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

6. Indemnity

6.1 Subject to the provisions of this Contract, the Institutions shall at all times indemnify and hold harmless FFA, its officers, employees and agents (in this clause referred to as "those indemnified") from and against any loss (including legal costs and expenses on a solicitor/own client basis), or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Institution in connection with this Contract.

6.2 The Institutions' liability to indemnify FFA under clause 6.1 shall be reduced proportionately to the extent that any act or omission of FFA or its officers, employees or agents contributed to the loss or liability.

6.3 The indemnity referred to in clause 6.1 shall survive the expiration or termination of this Contract.

7. General Covenants

7.1 The Institutions covenant and agree that:

(a) During the Term of Engagement they shall devote the whole of their time and attention to the performance of the Consultancy Services and shall at all times act with due diligence and efficiency and in accordance with the Terms of Reference. They shall make or assist in making all such reports and recommendations as may be contemplated by the Terms of Reference and shall at all times cooperate with FFA, its employees and agents. After the termination of the engagement they shall continue to cooperate with FFA to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by them.

- (b) At all times they shall act with appropriate propriety and in particular, refrain from making any public statement concerning the Consultancy Services without the prior approval of FFA.
- (c) They shall have no authority to commit FFA in any way whatsoever and shall make this clear as circumstances warrant.
- (d) They shall report immediately to FFA any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Consultancy Services, including circumstances and events relating to his transportation and accommodation.
- (e) All reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Institution while performing the Consultancy Services shall be the property of FFA and upon termination of the engagement shall be disposed of as FFA may direct. The Institution may retain copies of such documents and data but shall not use the same for purposes unrelated to the Consultancy Services without the prior approval of FFA.

8. Conflict of Interest

- 8.1 The Institutions warrants that, to the best of their knowledge, at the date of signing this Contract, no conflict of interest exists or is likely to arise in the performance of his obligations under this Contract.
- 8.2 If during the Term of Engagement a conflict of interest arises, or appears likely to arise, the Institutions undertake to notify FFA immediately in writing and to take such steps as FFA may reasonably require to resolve or otherwise deal with the conflict. If the Institutions fail to notify FFA or are unable or unwilling to resolve or deal with the conflict as required, FFA may terminate this Contract in accordance with the provisions of clause 10.
- 8.3 The Institutions shall not engage in any activity or obtain any interest during the Term of Engagement that is likely to conflict with or restrict the Institution in providing the Consultancy Services to FFA fairly and independently.

9. Disclosure of Information

- 9.1 The Institutions shall not, without the prior written approval of FFA, disclose to any person other than FFA, any Confidential Information. In giving written approval, FFA may impose such terms and conditions as it thinks fit.
- 9.2 FFA may at any time require the Institutions to give a written undertaking, in a form required by FFA, relating to the non-disclosure of Confidential Information. The Institutions shall promptly arrange for all such undertakings to be given.
- 9.3 The obligation on the Institutions under this clause shall not be taken to have been breached where the information referred to is legally required to be disclosed.

10. Termination

- 10.1 FFA may, at any time by written notice, terminate this Contract in whole or in part. If this Contract is so terminated, FFA shall be liable only for:
- (a) payment under the payment provisions of this Contract for Consultancy Services rendered before the effective date of termination; and
 - (b) subject to clauses 10.3 and 10.4, any reasonable costs incurred by the Institutions and directly attributable to the termination or partial termination of this Contract.
- 10.2 Upon receipt of a notice of termination the Institutions shall:
- (a) stop work as specified in the notice;
 - (b) take all available steps to minimize loss resulting from that termination;
 - (c) continue work on any part of the Consultancy Services not affected by the notice.
- 10.3 In the event of partial termination FFA's liability to pay fees under Schedule B shall, in the absence of agreement to the contrary, abate proportionately to the reduction in the Consultancy Services.
- 10.4 FFA shall not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the Institutions under this Contract, together exceed the total fees set out in Schedule B.

11. Default

- 11.1 If either party is in default under this Contract on account of the failure to perform or observe any obligation or undertaking to be performed or observed on its part under this Contract, the party not in default may terminate this Contract in whole or in part without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.

12. Waiver

- 12.1 A waiver by either party in respect of any breach of a condition or provision of this Contract shall not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either party to enforce at any time any of the provisions of this Contract shall in no way be interpreted as a waiver of such provision.

13. Notices

- 13.1 Any notice, request or other communication to be given or served pursuant to this Contract shall be in writing and dealt with as follows:
- (a) if given by the Institutions to FFA, addressed and forwarded to the Director-General, Forum Fisheries Agency, P.O. Box 629, Honiara, Solomon Islands. Fax: (+677) 23995.
 - (b) if given by FFA to the Institutions, signed by the Director-General or Deputy Director-General and forwarded to the Institution at the Usual Place of Residence.
- 13.2 Any such notice, request or other communication shall be delivered by hand or sent by pre-paid registered post, facsimile or telex to the address of the party to which it is sent.
- 13.3 Any notice, request or other communication will be deemed to be received:

- (a) if delivered personally, on the date of delivery;
- (b) if sent by pre-paid registered post, on the day that the acknowledgment of delivery is completed by the recipient; and
- (c) if sent by facsimile, on the business day next following the day of despatch providing that the sender receives an "OK" code in respect of the transmission and is not notified by the recipient by close of business of the next business day following the day of despatch that the transmission was illegible.

14. Entire Agreement and Variation

- 14.1 This Contract contains the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Contract.
- 14.2 No agreement or understanding varying or extending this Contract, including in particular the scope of the Consultancy Services in Schedule A shall be legally binding upon either party unless in writing and signed by both parties.

15. Severability

- 15.1 Each provision of this Contract and each part thereof shall, unless the context otherwise necessarily requires it, be read and construed as a separate and severable provision or part. If any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part (as the case may be) shall be severed and the remainder shall be read and construed as if the severable provision or part had never existed.

16. Applicable Law

- 16.1 This Contract shall be governed by and construed in accordance with the laws of the Solomon Islands and the parties agree, subject to the Contract, that the courts of the Solomon Islands shall have jurisdiction to entertain any action in respect of, or arising out of, this Contract.