



REQUEST FOR PROPOSAL

TO:

SUITABLY QUALIFIED CONSULTANTS EXPERIENCED IN PERFORMANCE, GOVERNANCE AND THE ROLE OF THE FORUM FISHERIES AGENCY - OR A SIMILAR REGIONAL FISHERIES or EQUIVALENT SECTORAL POLICY AND MANAGEMENT AGENCY

DATE: 22 August 2016

SUBJECT: REQUEST FOR PROPOSALS FOR A CONSULTANT(S) TO UNDERTAKE A REVIEW OF THE FORUM FISHERIES AGENCY IN LINE WITH THE TERMS OF REFERENCE AGREED BY THE FORUM FISHERIES COMMITTEE OFFICIALS MEETING IN MAY 2016.

Interested parties are invited to submit a proposal in response to the attached Terms of Reference for a Review of the Forum Fisheries Agency.

To enable you to submit a Request for Proposal (RFP) for this work, please find attached:

Annex I: Instructions to bidders

Annex II: Terms of Reference, containing a description of the requirements and timelines for which these services are being sought

Annex III: FFA Standard Conditions of Contract

This request is not to be construed in any way as an offer to contract to any specific party.

James T. Movick
Director General

Instruction to Bidders

REQUEST FOR PROPOSALS FOR A CONSULTANT(S) TO UNDERTAKE A REVIEW OF THE FORUM FISHERIES AGENCY (FFA) IN LINE WITH THE TERMS OF REFERENCE AGREED BY THE FORUM FISHERIES COMMITTEE OFFICIALS MEETING IN MAY 2016.

1. Submission of Proposals

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

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

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

1.3. The deadline for submission of proposals is **5.00pm on Wednesday 28 September 2016, Honiara 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 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 undertaken over the past five (5) years by the bidders.
- 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

See details in attached Terms of Reference

4. Evaluation Criteria

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal reviewed and compared. The financial proposal will only be reviewed for submissions that have passed the minimum technical score of 70% of the total obtainable score in the evaluation of the technical proposals.

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

Competency Requirements	Score (%)
Demonstrated understanding of assignment terms of reference and the associated complexities of the work	30
Qualifications and experience of the consultant	30
Proposed methodology and response to the terms of reference and any associated relevant experience.	40
Total Score	100%
Qualification Score	70%

In the Second Stage, the financial proposal of all bidders, who have attained a minimum of 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder(s) offering the best value for money taking in account the accumulative scores of technical and financial 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. Prospective bidders should note that the total costs of this exercise will not exceed **USD 50,000** and this should be taken into consideration in the framing and prioritisation of work within any bid.

6. Requests for further information

Queries or questions are to be emailed to Perry Head, FFA Director of Corporate Services (perry.head@ffa.int)

7. Award of Contract

FFA reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such action.

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

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

9. Closing date for proposals

Proposals should be emailed to procurement@ffa.int with the subject line heading "TC06/1617 Review of FFA", or otherwise delivered to the FFA at West Kola Ridge in Honiara for placement in the locked Tender Box.

All proposals must be received by FFA before 5.00pm Honiara Time, **Wednesday 28 September 2016**.

10. Timing of the study

FFA will ensure prompt selection of the consultant team, and the consultant should be ready to mobilise soon thereafter. The final report should be completed accordingly to the schedule set out in the TOR and be ready for the FFC Audit Committee in mid-April 2017. The selected consultant(s) must be available to participate in the margins of FFA regional meetings scheduled in Honiara over the period 26 October – 4 November 2016 in order to obtain feedback from members in a cost-effective fashion.

TERMS OF REFERENCE



REVIEW OF FFA'S PERFORMANCE

Terms of Reference

I. Introduction

The Forum Fisheries Committee (FFC) intends to carry out a review of the performance of the FFA. This review is intended to supplement the existing processes that FFC and its Audit Committee use to assess routine performance of the Secretariat. The review should therefore assess recent performance, but should also be forward-looking and comment on future anticipated needs and on the business models and forms of cooperation needed to secure such outcomes.

II. Objectives of the Review

The objectives of the review are to assess:

1. The performance of FFA since the last independent review (2010), including:
 - a. The **efficiency, risk management and monitoring** of FFA's operations;
 - b. FFA's **effectiveness** in achieving its regional, sub-regional and national objectives in respect of the sustainable management and development of the region's highly migratory fish stocks
2. The relevance of FFA's objectives, programs and activities to members including the direction of future business models and positioning FFA to provide the forms of regional, intergovernmental and private sector cooperation needed to maintain and enhance relevance.

III. Scope of the Review

The scope of the review will encompass the following:

II.1. a. Efficiency, Risk Management and Monitoring

These questions assess whether FFA's organisational structure and systems are conducive to good management and cost-effective implementation of its programs and extra-budgetary projects.

High level Governance

- a) Is the governing body a transparent, efficient and effective decision-making body and what if anything should be done to help improve the direction and support provided by it to the Secretariat?
- b) Does the FFA undertake adequate risk analysis and respond to know challenges in an effective way (including e.g. in respect to foreign exchange fluctuation)?
- c) Does the organisation exhibit a culture of continuous improvement?

Programming systems

- : Does the FFA Secretariat have efficient and transparent programming systems for selection and prioritisation of activities as identified by member countries and management; including

- a) planning and designing activities
- b) allocating resources to meet obligations under regional and international treaties/conventions; and
- c) fully utilising available annual budgets and effectively managing any necessary carry-forwards?

Communication

- a) Is FFA effective in communicating technical and other information to Member Countries?
- b) Is the FFA effective in communicating broader sectoral developments and policies and the role it plays in these processes.
- c) Does FFA have sufficient presence in regional and global media (including social media) and international debates to promote the interests and achievements of FFA members?
- d) Is the FFA's communication strategy being implemented appropriately to reflect likely future trends and issues?

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Procurement and Financial Systems

- a) Is the organisation financially accountable, with transparent budget processes, procurement and contracting systems?
- b) Has the organisation adopted internationally acceptable auditing processes for program, financial and administrative systems (and does it implement a timely audit program)?
- c) Are FFA systems adequate to identify carry-forwards and Fund reserves in a transparent manner with data available to decision-makers in timely fashion?

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Monitoring and Evaluation

Are the monitoring and reporting processes systems adequate for FFA to assess and report on the outputs and outcome of its current activities?

- a) What mechanisms are established with participating countries to monitor and report on progress of activity components in these countries?
- b) Are the monitoring and reporting systems adequate for FFA to assess and report on the outputs and outcomes of its current activities?
- c) What mechanisms are used to evaluate and learn lessons from activities implemented over multiple countries?
- d) Are the monitoring and evaluation systems adequate for FFA to learn lessons and to improve its future activities?

II.1. b. Effectiveness in meeting objectives

: **Objectives**

- a) Are the objectives of FFA's Strategic Plan and Statement of Intent being achieved in an efficient way?
- b) Are activities and programs mostly implemented within timeframe and within budget and are FFA and member resources adequate to meet program requirements?

- c) Are the FFA's programs well aligned with agreed regional member country objectives and priorities for fisheries, including as stated in the new Regional Roadmap and implicit in the Framework for Pacific Regionalism?
- d) To what extent is FFA able to identify and service sub-regional needs and priorities and balance these with national needs and priorities?
- e) To what extent is the FFA able to meet the national fisheries development and management needs of its members?
- f) To what extent has the FFA assisted Pacific Island Countries to meet their commitments under global and regional fisheries conventions and negotiations?
- g) Does FFA actively develop effective partnerships with Pacific Island Countries?

Institutional Capacity

- a) Does FFA's organisational structure meet its needs and encourage efficient workflow, with an appropriate balance and number of staff at senior and lower levels and among Divisions and Programs?
- b) Are FFA staff suitably qualified and experienced, and are Pacific Islanders including women appropriately represented in the staffing profile?
- c) Does the Secretariat have adequate policy frameworks to ensure and promote gender equality in the Secretariat and its work?
- d) Are capacity building opportunities for staff adequate?
- e) Does the FFA have fit-for-purpose recruitment policies and individual performance management system?
- f) Are FFA's resources, and those of its developing member countries, adequate to meet program requirements?

Overall effectiveness

- a) Is the FFA's work Program on track? Are the objectives of the FFA's Strategic Plan, Work Program and Statement of Intent being met?
- b) Does the FFA have clear and realistic forward work plan and identified future outcomes, supported by robust logic and effective systems?
- c) Are members satisfied with their investment in FFA and is there evidence of change amongst stakeholders and beneficiaries?

: Regional relationships

How effectively has the FFA addressed the following:

- a) Has FFA's response to the proliferation of sub-regional interests (PNA, TVM, MSG, PLG and TKA) been efficient, appropriate and in the best interests of members?
- b) Has FFA developed effective and mutually beneficial linkages with other CROP regional agencies? (including the Pacific Islands Forum, Secretariat of the Pacific Community, the University of the South Pacific and Secretariat of the Pacific Regional Environment Program)
- c) To what extent does the FFA communicate and collaborate with like-minded organisations, and to what extent does it promote the interests of its member countries in that engagement?
- d) How does FFA manage the provision of services and advice in areas where SPC or other bodies also play a role?

e) Does FFA effectively align its services and advice with the high-level regional development and other priorities set by the PIF, including the Framework for Pacific Regionalism?

f) Does FFA maintain adequate relationships and communication with non-FFA member governments, NGOs and international agencies?

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Sustainable Development

: Does the FFA demonstrate its contribution to sustainable development, through:

- a) Quantitative and qualitative evidence of outputs produced from its activities? (The response to this question will take into account the capacity of FFA's M&E system to report on outputs, and will discuss positive and negative influences on performance).
- b) Quantitative and qualitative evidence of outcomes achieved? (Evidence of this will need to come largely from member countries).
- c) Outcomes/outputs which are likely to be sustained? This will take into account the capacity of member countries to sustain such outcomes/outputs.
- d) Clearly articulated policies promoting sustainability as an essential element of program design, implementation and assessment.

II.2 Relevance

Strategic Positioning and Future-proofing

a) Does the FFA have sufficient processes in place for members and the Secretariat to ensure that FFA's services are continually matched to expectations in the context of future changes?

b) Is the FFA "business model" appropriate to predict or detect changes in national, sub-regional and regional expectations and consider new or revised services to meet those expectations?

c) is FFA's funding adequately and/or appropriately diversified, in particular:

- is the mix of program vs project funding from donors appropriate, and are donor projects responsive to FFA needs?
- is there sufficient diversity amongst donors to cover different priority areas?
- is there a suitably developing relationship with NGO's and emerging donors?
- do member contributions adequately reflect the value of FFA services?
- what level of contribution and formula options may be appropriate to recommend in the context of a formal review of member contributions to be implemented as part of the post-2020 Strategic Plan?

IV. Delivery of consulting services

The consultant will be responsible for:

- establishing a work program in collaboration with the Deputy Director-General;
- consultation with members and a wide range of and regional stakeholders including, but not limited to CROP Agencies, WCPFC, PITIA, NGOs active in the region and non-member Governments.
- delivery of the Terms of Reference through the work program.

V. Reporting

Key milestones for the Review will be as follows:

- Work to commence in October 2016;

- Consultant to attend FFC-related meetings in late October 2016 to conduct detailed stakeholder interviews;
- Draft Report to be provided to the FFA Secretariat by end of February 2017
- Secretariat to provide comments by mid-March 2017
- Final report to be submitted to Audit Committee by mid-April 2017
- Final report and initial Secretariat response to be considered by Audit Committee and FFC early May 2017.

Once work commences, for the purposes of reporting on progress on the Report and the Consultancy, the Consultant shall liaise with the Deputy Director-General (in consultation with the Director, Corporate Services, as required).

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 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.