



REQUEST FOR PROPOSAL REF: CP16_2526

16 June 2026

RFP No.: CP16_2526

TO: SUITABLY QUALIFIED AND EXPERIENCED INDIVIDUAL EXPERTS.

FROM: NOAN DAVID PAKOP, DIRECTOR-GENERAL

SUBJECT: REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF PREFERRED SERVICE PROVIDERS (PSPs) AS PART OF THE EAST NEW BRITAIN INITIATIVE (ENBi) TECHNICAL WORKING GROUP (TWG).

Proposals are invited from suitably qualified and experienced experts for appointment of Preferred Service Providers (PSPs) as part of the East New Britain initiative Technical Working Group (TWG). A total of five (5) experts will be selected to provide technical assistance and support to the ENBi Working Group (EWG) in the area of fisheries project financing and investment facilitation, tuna fisheries and value chain development, trade and market access development, support implementation of the regional fisheries development fund, monitoring and performance management of the implementation of the ENBi.

To enable you to submit a proposal for this work, please find enclosed:

- Annex I: Instructions to Bidders.
- Annex II: Terms of Reference, containing a description of FFA's requirements for which these services are being sought.
- Annex III: FFA Standard Conditions of Contract

Note that the deadline for submission of proposals for the Request for Proposal is **4.00pm (local time) – 14th July, 2026.**

Should you have any questions or require further information on the RFP, please write to procurement@ffa.int

A handwritten signature in blue ink, appearing to read 'Noan David Pakop', is written over a light blue circular background.

Noan David Pakop
DIRECTOR-GENERAL

INSTRUCTIONS TO BIDDERS

RFP NO: CP16_2526

REQUEST FOR PROPOSAL – FOR APPOINTMENT OF PREFERRED SERVICE PROVIDERS (PSPs) AS PART OF THE EAST NEW BRITAIN INITIATIVE (ENBi) TECHNICAL WORKING GROUP (TWG)

1. Submission of Proposal

- i. All proposals submitted together with all correspondence and related documents shall be in English.
- ii. All prices in the proposals must be presented in United States Dollar (USD).
- iii. Any proposal received after **4.00pm (local time) 14th July 2026**, will not be considered. FFA may, at its discretion, extend the deadline for the submission of proposals by placing a notice in its social media platforms, including in particular the FFA Website www.ffa.int. 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.
- iv. In tendering a proposal, interested parties should demonstrate a clear understanding of the Terms of Reference, with explanatory comments outlining relevant experience, qualifications, and overall suitability aligned with the objectives, scope and key requirements described below. The proposal should include:
 - i. **A cover letter** summarising the applicant’s relevant expertise, qualification, and the areas of the Terms of Reference (ANNEX II) that he or she is best placed to support.
 - ii. **Statement of Capability:** A document addressing each of the evaluation criteria, highlighting how the key competencies are met, where relevant.
 - iii. **Curriculum Vitae (CV):** A detailed CV outlining your qualifications, experience, and previous relevant work.
 - iv. **Financial Proposal:** A separate enclosed financial proposal outlining indicative professional fee rates (e.g., daily or monthly rates) and any other relevant cost assumptions for services under this technical working group arrangement. All rates must be expressed in United States dollars and inclusive of all applicable taxes.

2. Period of validity of proposals

- i. 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.
- ii. In exceptional circumstances, FFA may solicit the bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify their Proposal.

3. Submission of Proposal

- i. Tenders must be received by FFA on **4.00pm, 14th July, 2026** (Solomon Islands time)
- ii. Tenders should be addressed and sent to:

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The Director General
FFA Tender Committee
Forum Fisheries Agency (FFA)
PO Box 629
Honiara

Or submission can be emailed to: procurement@ffa.int with the subject line: **RFP Ref No: CP16_2526 FOR APPOINTMENT OF PREFERRED SERVICE PROVIDERS (PSPs) AS PART OF THE EAST NEW BRITAIN INITIATIVE (ENBi) TECHNICAL WORKING GROUP (TWG)**

- iii. Electronic submission made using the above email **should not** be copied to any FFA staff. FFA reserves the right to exclude bids from consideration if the email on which the submission is made is copied to any FFA staff. Only one bid will be considered from a bidder.
- iv. FFA reserves the right to exclude from consideration any proposal not received by the deadline, with incomplete information or in incorrect form.
- v. FFA reserves the right to accept any RFP, and to annul the solicitation process and reject all proposals at any time prior to award of any 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.

4. Request for further information or clarification

- i. For additional information or clarification regarding the tender please write to procurement@ffa.int .
- ii. During the solicitation period, all communication on the RFP should be in written and only sent to the email above. FFA reserves the right to exclude bids from consideration if the communication is copied to any FFA staff.

5. Procurement Award

- i. After the deadline for submission of proposals the evaluation of the proposals received will be carried out by FFA's Tender Committee and the award will be made based on the proposal which is most responsive to the RFP and provides FFA the best value for money.
- ii. The award will be made through issuance of approved Purchase Order or Contract to the successful vendor(s).
- iii. FFA of seeking a pool of expertise and more than one bidder may be selected by FFA for the consultancy.
- iv. FFA Standard Conditions of Contract which is attached as Annex III will apply to any contracts awarded under the RFP and is not negotiable.
- v. FFA reserves the right at the time of award of contract to vary the quantity of services and goods specified in the Request for Proposal (RFP) without any change in price or other terms and conditions.

6. Notification

The names of winning bidders shall be advertised on the FFA website;
www.ffa.int/employment/tenders/tender_results

7. Procurement complaint

Any bidder, potential bidder, member of the public or staff of FFA who has an issue in relation to the fairness and transparency of a Procurement Process may lodge a complaint by emailing to procurement@ffa.int within 30 days of the award of the Procurement.

The complaint should be addressed to the FFA Director-General and the submission should include bidders' details, contract, details of the grievance or complaint, how the issue has affected them and related documents and evidence should be included.

Annex II

TERMS OF REFERENCE

RFP NO: CP16_2526

REQUEST FOR PROPOSAL - FOR APPOINTMENT OF PREFERRED SERVICE PROVIDERS (PSPs) AS PART OF THE EAST NEW BRITAIN INITIATIVE (ENBi) TECHNICAL WORKING GROUP (TWG)

1. Background

The Pacific Islands Forum Fisheries Agency (FFA) traces its origin to the South Pacific Forum meeting in Port Moresby in 1977 which adopted the Declaration on the Law of the Sea and a Regional Fisheries Agency and outlined its functions. FFA strengthens national capacity and regional solidarity so its 17 members can manage, control, and develop their tuna fisheries now and in the future.

Based in Honiara, Solomon Islands, FFA's 17 Pacific Island members are Australia, Cook Islands, Federated States of Micronesia, Fiji, Kiribati, Marshall Islands, Nauru, New Zealand, Niue, Palau, Papua New Guinea, Samoa, Solomon Islands, Tokelau, Tonga, Tuvalu, and Vanuatu.

FFA was established to help countries sustainably manage their fishery resources that fall within their 200-mile Exclusive Economic Zones (EEZs). FFA is an advisory body providing expertise, technical assistance, and other support to its members who make sovereign decisions about their tuna resources and participate in regional decision-making on tuna management through agencies such as the Western and Central Pacific Fisheries Commission (WCPFC).

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

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

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

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

FFA’s Role 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. The Secretariat, with a current

establishment of around 116 positions, is organised into four divisions: Fisheries Management, Fisheries Development, Fisheries Operations, and Corporate Services. FFA is led by an executive management unit headed by the Director-General.

FFA is an advisory body providing expertise, technical assistance and other support to its members who make sovereign decisions about their tuna resources and participate in regional decision making on tuna management through agencies such as the Western and Central Pacific Fisheries Commission (WCPFC).

Since 1979, FFA has facilitated regional cooperation so that all its Members benefit from the sustainable use of their tuna resources. The Vision of the Members of the Pacific Islands Forum Fisheries Agency is: “Our people will enjoy the highest levels of social and economic benefits through the sustainable use of our offshore fisheries resources.” The work of the Agency is delivered through three programs: Fisheries Management, Fisheries Development and Fisheries Operations.

East New Britain initiative (ENBi)

The East New Britain Initiative (ENBi) is a regional platform established by Pacific Fisheries Ministers and Leaders to explore innovative pathways to increase economic and socio-economic benefits from tuna fisheries for Pacific Island countries, specifically through regional processing, value addition, and greater participation in the fisheries value chain.

ENBi supports the Pacific Islands Forum Leaders' vision in the 2050 Strategy by leveraging shared tuna resources to find collective and inclusive investment pathways. Following its establishment, the Forum Fisheries Committee (FFC) Ministers endorsed an ENBi Working Group (EWG) to progress the initiative through the FFA Secretariat and its membership.

The EWG has formulated a work program and deliverables, including a recently developed Implementation Strategy. To support these efforts and progressing the ENBi, a Technical Working Group (TWG) was endorsed at the 6th EWG meeting. The TWG will provide technical inputs and oversight, coordination, and advisory support at the national level to ensure that ENBi activities are implemented in a coherent, timely, and results-oriented manner to the Implementation Strategy, and aligned with regional and members' priorities.

2. Purpose of the Technical Working Group

The purpose of the ENBi Technical Working Group is to provide technical leadership, investment-focused advice, and implementation support to advance commercially viable fisheries projects, catalyse private sector and public-private investment in tuna fisheries, strengthen trade outcomes, and guide the implementation of the Regional Fisheries Development Fund (RFDF).

Composition of the Technical Working Group

The Technical Working Group (TWG) will be chaired by the EWG Chair and will be composed of five (5) members. Members will be nominated based on their technical expertise, institutional role, and ability to contribute to the objectives, scope and responsibilities of the TWG.

Reporting and Communication

The TWG will report to the ENBi Working Group (EWG)

- Key recommendations and decisions will be documented and shared with EWG.
- Progress updates will feed into ENBi implementation and performance reporting frameworks.

Review of the Terms of Reference

These Terms of Reference (TOR) will be reviewed and updated by the EWG to reflect evolving priorities, implementation experience, or changes in the ENBi programme.

3. Scope of Services

The TWG will be responsible for the following activities including but not limited to:

- i. Fisheries Project Financing and Investment Facilitation**
 - Identify and prioritise fisheries and tuna-sector projects with commercial and investment potential.
 - Support the development of investment-ready project pipelines, including concept notes, business/investment proposals and cases, and feasibility assessments.
 - Provide technical advice on project structuring, risk allocation, and commercial models (including PPPs and joint ventures).
 - Advise on mechanisms to crowd in private capital and leverage development finance.
 - Focuses on mobilizing capital, financial policy, and investment promotion.
- ii. Tuna Fisheries and Value Chain Development**
 - Provide technical input on investments across the tuna value chain, including harvesting, landing, processing, logistics, and ancillary services.
 - Support initiatives that increase domestic value addition, local participation, and employment and spinoff opportunities.
 - Advise on alignment with fisheries management frameworks, sustainability requirements, and access conditions.
 - Identify opportunities to enhance regional competitiveness and economies of scale in tuna fisheries investments.
 - Focus on planning, developing, and funding regional physical and potentially digital infrastructure projects.
- iii. Trade and Market Access Development**
 - Support trade-oriented interventions that enhance export readiness, product standards, certification, and market access.
 - Provide advice on reducing trade and investment barriers affecting fisheries businesses.
 - Identify opportunities to strengthen regional trade integration and link fisheries investments to broader economic development outcomes.
 - Support engagement with buyers, investors, and market intermediaries where appropriate.
- iv. Regional Fisheries Development Fund (RFDF) Implementation**
 - Provide technical guidance on the strategic use of the RFDF to support fisheries commercialisation and investment objectives.

- Review and provide recommendations on RFDF-supported project proposals, in line with agreed eligibility and investment criteria.
- Advise on risk management, financial sustainability, and impact assessment of RFDF-funded activities.
- Support alignment between RFDF investments and the broader ENBi workplan and strategies.

v. Monitoring, Performance, and Adaptive Management

- Establish a monitoring mechanism to Monitor progress of ENBi-supported fisheries investments and RFDF-funded projects.
- Identify implementation risks and propose mitigation measures.
- Support the development of performance indicators focused on commercial, trade, and economic outcomes.
- Promote learning, knowledge sharing, and continuous improvement across ENBi fisheries initiatives.

4. Administration of the Preferred Service Provider Arrangements

To effectively administer and implement the ENBi work programme, PSPs from Technical Working Group will be engaged by FFA as and when required without further competitive processes. The appointed PSP(s) will be expected to provide a proposal/quotation for assignment based on the Tasking Note/ Terms of reference (TOR) provided by FFA. Upon approval of the proposal/quotation from the preferred service provider(s) an official FFA Purchase Order or contract for the specific assignment will be issued for the delivery of the services required at a cost which provides FFA the best value for money for every procurement made with the preferred service provider.

A Preferred Service Agreement will be awarded to the successful experts for initially up to two year and at the discretion of FFA may be renewed for another two years subject to Contractor’s performance which will be assessed on a yearly basis and the review and verification of costs against the market rates which will also be carried out on a yearly basis.

5. Reporting Requirements

The experts will report to Chair of the Technical Working Group (TWG). The ENBi Policy and Investment Advisor will be the contact and liaise point for the duration of the Agreement.

6. Evaluation of Proposals

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

Technical Proposal

For the purposes of evaluation, the Technical Proposal comprises the Cover Letter, Statement of Capability, and CV(s) submitted in response to this RFP (excluding the Financial Proposal). These documents will be assessed against the evaluation criteria set out below.

Evaluation criteria, competency requirements	Score weight (%)
<p>Demonstrated knowledge and expertise in one of this area:</p> <ul style="list-style-type: none"> i. Fisheries economics, project financing and investment facilitation. ii. Tuna fisheries and value chain development. iii. Trade, certification and market access development. iv. Managing, assessing and guiding investment funds and development financing mechanisms. v. Developing KPIs for investments, trade and economic outcomes, and monitoring systems for commercial projects. <p><i>Select and demonstrate the relevant area(s) applicable to your knowledge and expertise.</i></p>	40
<p>Demonstrated analytical and capability skills in one of this area:</p> <ul style="list-style-type: none"> i. Ability to link fisheries investments to regional and global market. ii. Technical understanding of tuna fisheries systems and value chain optimisation. iii. Ability to identify, structure and mobilise investments into fisheries and tuna sector projects. iv. Ability to manage and evaluate project and undertake due diligence for fund-support initiatives. v. Ability to track performance and improve implementation effectiveness of programme activities. <p><i>Select and demonstrate the relevant area(s) applicable to your analytical capability.</i></p>	35
<p>Demonstrated communication skills</p> <p>Ability to produce clear, policy-relevant outputs and engage effectively with government and industry stakeholders.</p>	15
<p>Experience working in developing country settings</p> <p>Relevant experience delivering technical support (in one of the following areas, fisheries economics, project financial, investment facilitation, value chain development in the fisheries, trade and market access development, and development fund mobilization) in developing country contexts, preferably in the Pacific.</p>	10
<p>Total score</p>	100%
<p>Qualification score</p>	70%

Financial Proposal

In the second stage of the evaluation process, the financial proposal will be evaluated for bidders who attain a minimum of 70% in the technical evaluation. The financial proposal must be submitted as a separate document and not included as part of the technical proposal.

As this RFP establishes a pool of Preferred Service Providers, bidders are not required to price a fixed scope of work. Instead, the financial proposal should provide indicative professional fee rates (e.g., daily or monthly rates) and any relevant cost assumptions that would apply to assignments issued by FFA through tasking notes or task-specific scopes of work.

All rates must be quoted in United States Dollars (USD).

7. Confidentiality and Ownership

Any documents and reports produced pursuant to this consultancy shall be the property of the Pacific Islands Forum Fisheries Agency and any intellectual property rights in such documents and reports shall be the property of, or assigned exclusive rights to, the Pacific Islands Forum Fisheries Agency. All information provided to the consultants by FFA in connection with this consultancy shall be treated as confidential unless otherwise specified, and shall not be disclosed to any other parties.

All publications, advice and other information will be reviewed by FFA prior to public or limited release.

SCHEDULE C

Standard Conditions of Contract

1. Definitions

1.1 In this Contract:

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

1.2 Words importing a gender include any other gender.

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

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

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

2. Fees

- 2.1 FFA shall pay fees to the Consultant in respect of the Consultancy Services in accordance with Schedule B on the basis of time spent by the Consultant in performing the Consultancy Services. For the purpose of determining the amount of such fees:
- (a) Where fees are expressed in terms of a monthly rate each month shall be deemed to be of thirty days, and the time spent in performing the Consultancy Services shall include travel time, weekends and public holidays. Fees in respect of periods of less than one month shall be computed on a calendar day basis, and one calendar day shall be deemed equal to one thirtieth of one month.
 - (b) Where the fees are expressed in terms of a daily rate the time spent in performing the Consultancy Services shall be determined solely on the basis of the number of days actually worked by the Consultant in performing the Consultancy Services, including travel time.
- 2.2 Except as otherwise agreed between FFA and the Consultant, no fees will be paid in respect of work performed other than during the Term of Engagement.

3. Travel, Allowances and Expenses

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

4. Payment of Fees, Costs and Expenses

- 4.1 Fees payable under the Contract will be paid by FFA upon submission of an invoice and acceptance by FFA and subject only to genuine dispute (including that the relevant standard expected by the FFA has not been met) and shall be paid to the Consultant no later than 30 days after the date of the Consultant's invoice for the Consultancy Services. Where the Consultancy Services have not been performed to the reasonable satisfaction of FFA, FFA may withhold the balance of the fees in whole or in part and may:
- (a) require the Consultant to carry out whatever additional work is required to complete the Consultancy Services to the satisfaction of FFA; or

- (b) Terminate the Contract forthwith without prejudice to any right of action or remedy which has accrued or which may accrue in favour of FFA.
- 4.2 Subject to Schedule B, the travel costs, DSA and reimbursable costs and expenses referred to in clause 3 shall be paid by FFA upon written application made by the Consultant to FFA at the conclusion of the Term of Engagement supported by such receipts or other evidence as FFA may reasonably require to establish that the Consultant was absent for the purpose of the Consultancy Services from the Usual Place of Residence or that the expenditure was incurred in the amount and currency and in the manner claimed. Where an advance of DSA has been made, FFA shall require the Consultant to complete a reconciliation of advance against actual entitlement. Subject only to genuine dispute in relation to such costs, such costs and reimbursements shall be paid to the Consultant no later than 30 days after the date of the Consultant's written application for reimbursement of such costs.
- 4.3 Unless otherwise agreed between the Consultant and FFA, the fees shall be paid in the currency specified in Schedule B. All travel costs, allowances, and out-of-pocket expenses shall be paid either in the currency in which the same were incurred or in United States dollars or partly in one currency and partly in the other, as FFA shall reasonably determine.
- 4.4 Whenever it shall be necessary to determine the equivalent of an amount in one currency in terms of another, the conversion shall be made at the rate which FFA shall determine was applicable at the time and place when the Consultant incurred the expenditure or converted currency into the currency of expenditure, whichever first occurred.

5. Medical and Insurance

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

6. Indemnity

- 6.1 Subject to the provision of this Contract, the Consultant shall at all times indemnify FFA, its officers, employees and agent from and against any loss (including legal cost and expenses on a party-party basis), or liability is reasonably incurred or suffered by those indemnified arising from any claim, suit, demand, action or proceeding by any persons against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Consultant in connection with this agreement.
- 6.2 The Consultant's liability to indemnify FFA under Clause 6.1 shall be reduced proportionately to the extent that any act or omission of FFA or its officer, employees or agents contributed to the loss or liability.

7. General Covenants

- 7.1 The Consultant covenants and agrees that:

- (a) During the Term of Engagement, it shall at all times act with due diligence and efficiency and in accordance with the Terms of Reference. It 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 it shall continue to cooperate with FFA to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by it.
- (b) At all times it 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) It shall have no authority to commit FFA in any way whatsoever and shall make this clear as circumstances warrant.
- (d) It 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 Consultant while performing the Consultancy Services shall be the property of FFA and upon termination of the engagement shall be disposed of as FFA may direct. The Consultant may retain copies of such documents and data but shall not use the same for purposes unrelated to the Consultancy Services without the prior approval of FFA.

8. Intellectual Property

8.1 Ownership of Deliverables

- (a) The Consultant agrees that all Deliverables shall vest in and remain the property of the FFA.
- (b) The Consultant warrants to FFA that FFA's lawful use of those Deliverables will not breach the Intellectual Property rights of any third party.
- (c) The Consultant must, when requested by FFA, do all things necessary to vest ownership and title of Deliverables in the FFA.
- (d) If ownership of or title in Deliverables is not capable of being vested in the FFA under clause 8.1 because the Consultant does not own those Deliverables, the Consultant must at its cost ensure that the FFA is suitably and irrevocably licensed to use those Deliverables.
- (e) The Consultant acknowledges that the FFA may use the Deliverables in any way notwithstanding that such use might breach the Consultant's moral rights, but does not include false attribution of authorship.

8.2 Licence of Deliverables to Consultant

Subject to clause 8.1 and the confidentiality provisions under this Contract, the FFA grants to the Consultant a royalty-free licence to reproduce the Deliverables only for the purposes of inclusion in the Consultant's professional portfolio.

8.3 Background Intellectual Property

- (a) Neither Party assigns any of its background intellectual property to the other Party if that background intellectual property is used under this Contract.

- (b) Where background intellectual property is incorporated into the Deliverables by the Consultant, the Consultant must at its own cost obtain a licence for the FFA to use that background intellectual property in conjunction with the Deliverables.

9. Conflict of Interest

- 9.1 The Consultant warrants that, to the best of its 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.
- 9.2 If during the Term of Engagement a conflict of interest arises, or appears likely to arise, the Consultant undertakes to notify FFA immediately in writing and to take such steps as FFA may reasonably require to resolve or otherwise deal with the conflict. If the Consultant fails to notify FFA or is unable or unwilling to resolve or deal with the conflict as required, FFA may terminate this Contract in accordance with the provisions of clause 11.
- 9.3 The Consultant shall not engage in any activity or obtain any interest during the Term of Engagement that is likely to conflict with or restrict the Consultant in providing the Consultancy Services to FFA fairly and independently.

10. Disclosure of Information

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

11. Termination

- 11.1 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 11.3 and 11.4, any reasonable costs incurred by the Consultant and directly attributable to the termination or partial termination of this Contract.
- 11.2 Upon receipt of a notice of termination the Consultant shall:
 - (a) stop work as specified in the notice;
 - (b) take all available steps to minimize loss resulting from that termination;
 - (c) continue work on any part of the Consultancy Services not affected by the notice.

- 11.3 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.
- 11.4 FFA shall not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the Consultant under this Contract, together exceed the total fees set out in Schedule B.

12. Default

- 12.1 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.

13. Waiver

- 13.1 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.

14. Notices

- 14.1 Any notice, request or other communication to be given or served pursuant to this Contract shall be in writing and dealt with as follows:
- (a) if given by the Consultant to FFA, addressed and forwarded to the Director-General, Forum Fisheries Agency, P.O. Box 629, Honiara, Solomon Islands.
 - (b) if given by FFA to the Consultant, signed by the Director-General or Deputy Director-General and forwarded to the Consultant at the Usual Place of Residence or, electronic mail address provided by the Consultant or, in the case of a corporate entity, the registered office.
- 14.2 Any such notice, request or other communication shall be delivered by hand or sent by pre-paid registered post, or electronic transmission to the address of the party to which it is sent.
- 14.3 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 electronic transmission, whichever is the earlier of, the day that acknowledgment of receipt is completed by the recipient, or, the day an electronic confirmation of receipt is received.

15. Entire Agreement and Variation

- 15.1 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.
- 15.2 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.

16. Severability

- 16.1 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.

17. Relationship

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

18. Applicable law

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

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