



REQUEST FOR PROPOSAL REF: CP13_2526

18 June 2026

TO: SUITABLY QUALIFIED AND EXPERIENCED ORGANISATIONS AND INDIVIDUAL CONTRACTORS

FROM: NOAN DAVID PAKOP, DIRECTOR-GENERAL

SUBJECT: REQUEST FOR PROPOSAL (RFP) FOR REVIEW AND ALIGNMENT OF FFA INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS) POLICY WITH ISO 27001:2022

Proposals are invited in response to Request for Proposal (RFP Ref No: CP13_2526) from suitably qualified and experienced service providers for Review and Alignment of FFA Information Security Management System (ISMS) Policy with ISO 27001:2022.

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) – 17th 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: CP13_2526

REVIEW AND ALIGNMENT OF FFA INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS) POLICY WITH ISO 27001:2022

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 Solomon Islands time on 17th 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 (TOR) as set out, with appropriate explanatory comments, proposed methodology, work plan and timeline for completion of the entire TOR. The proposal should also include:
 1. **A cover letter** outlining the technical proposed outlining the methodology and timelines for undertaking the required scope of work as per the terms of reference (ANNEX II)
 2. **Statement of Technical Capability:** A document responding to all the technical and minimum service delivery requirements and addressing each of the evaluation criteria, highlighting how the key technical competencies are met by the Service Provider.
 3. **Organisational Background:** The following shall be provided to confirm the organisational capacity:
 - a. Proof of bidder's legal registration.
 - b. Business Licences,
 - c. Corporate certifications,
 - d. Organisational profile with organisational structure
 - e. Sample policy documents or relevant work products (if available)
 - f. Details of 3 relevant project experience, client references with contact details.
 4. **Qualification of Personnel:** A detailed CV of personnel assigned for the delivery of ISMS Policy Review for FFA, outlining their qualifications, professional and technical certifications, experience, and previous relevant work.
 5. **Financial Proposal:** A separate enclosed financial proposal providing a detailed cost summary for providing the ISMS Policy Review for FFA. The costs shall be expressed in US dollars and shall be 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 **17th July 2026, by 4.00 pm** (Solomon Islands time)
- ii. Tenders should be addressed and sent to:

RFP Ref No: CP13_2526 – Review and Alignment of FFA Information Security Management System (ISMS) Policy with ISO 27001:2022.

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: CP13_2526 – Review and Alignment of FFA Information Security Management System (ISMS) Policy with ISO 27001:2022.**

- 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 or complaints

- 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.
- iii. Any complaints or grievances from bidders or potential bidders in relation to the fairness and transparency of the Procurement Process should be addressed to the procurement email above. The submission should include bidders' details, contract, details of the grievance or complaint, how the issue has affected them and related documents and evidence.

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 Standard Conditions of Contract which is attached as Annex III will apply to any contracts awarded under the RFP and is not negotiable.

- iv. 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

TERMS OF REFERENCE

RFP No: CP13_2526

REVIEW AND ALIGNMENT OF FFA INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS) POLICY WITH ISO 27001:2022

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.

The Forum Fisheries Agency (FFA) recognizes the critical importance of information security in protecting its assets, maintaining stakeholder trust, and ensuring business continuity. As part of our commitment to best practices in information security governance, FFA has established an Information Security Management System (ISMS) that requires periodic review and alignment with international standards.

ISO 27001:2022, the latest version of the international standard for information security management, was published with significant updates to controls and requirements. FFA seeks to ensure that its ISMS policy framework is fully aligned with this updated standard to maintain robust security practices and demonstrate compliance with internationally recognized best practices.

2. Objectives

The primary objectives of this consultancy are to:

- i. Conduct a comprehensive review of the existing FFA ISMS policy and all supporting policies
- ii. Assess alignment with ISO 27001:2022 standard requirements, including Annex A controls
- iii. Identify gaps, inconsistencies, and areas requiring updates or improvements
- iv. Provide recommendations for policy enhancements to achieve full compliance with ISO 27001:2022
- v. Deliver updated policy documents that reflect current best practices and regulatory requirements
- vi. Provide guidance on implementation and maintenance of the revised ISMS framework

3. Scope of Services

The selected service provider shall undertake the following:

i.1 Document Review

- Review the current FFA ISMS Policy (master policy document)
- Review all supporting policies, including but not limited to: Access Control Policy, Incident Management Policy, Business Continuity Policy, Acceptable Use Policy, Data Classification Policy, Risk Management Policy, and any other related policies
- Examine existing procedures, standards, and guidelines that support the ISMS framework

i.2 Gap Analysis

- Conduct a detailed gap analysis against ISO 27001:2022 requirements (Clauses 4-10)
- Assess coverage of all 93 Annex A controls in ISO 27001:2022
- Identify missing, incomplete, or outdated policy statements
- Evaluate the effectiveness and clarity of existing policy language

i.3 Policy Development and Enhancement

- Develop recommendations for policy updates, revisions, and new policy requirements
- Draft or revise policy documents to address identified gaps and align with ISO 27001:2022
- Ensure policies reflect industry best practices and are appropriate for FFA's operational context
- Ensure consistency in terminology, formatting, and structure across all policy documents

i.4 Stakeholder Consultation

- Conduct interviews and workshops with IT staff, management, and relevant department heads
- Gather input on practical implementation challenges and organizational requirements
- Present findings and recommendations to FFA management for validation

i.5 Implementation Guidance

- Provide an implementation roadmap for the revised ISMS policies
- Recommend training and awareness programs for staff
- Suggest metrics and methods for monitoring policy compliance

4 Key Deliverables

The service provider shall deliver the following:

- i. Inception Report: Work plan, methodology, and timeline (within 1 week of commencement)
- ii. Gap Analysis Report: Comprehensive assessment of current policies against ISO 27001:2022 with detailed findings and recommendations
- iii. Revised ISMS Policy: Updated master ISMS policy document aligned with ISO 27001:2022
- iv. Updated Supporting Policies: All revised supporting policy documents with tracked changes
- v. Policy Mapping Matrix: Cross-reference document mapping FFA policies to ISO 27001:2022 controls
- vi. Implementation Plan: Roadmap for policy rollout including timeline, responsibilities, and resource requirements
- vii. Training Materials: Executive summary and staff awareness materials on key policy changes
- viii. Final Report: Comprehensive documentation of the review process, findings, recommendations, and next steps

5. Required Qualification and Experience

5.1 Essential Requirements

- ISO 27001 Lead Auditor or Lead Implementer certification
- Minimum 5 years of experience in information security management and ISO 27001 implementation
- Demonstrated experience in conducting ISMS policy reviews and gap analyses
- Proven track record of developing information security policies for mid to large organizations
- Excellent written and verbal communication skills in English

5.2 Desirable Requirements

- Professional certifications such as CISSP, CISM, CRISC, or equivalent
- Experience working with international organizations or regional inter-governmental bodies
- Knowledge of Pacific region context and challenges
- Experience with other related frameworks (NIST, CIS Controls, COBIT)

6. Duration of the Contract

- Duration: Approximately 40-60 working days over a period of 3-4 months
- Location: Remote work with potential site visits to FFA headquarters in Honiara, Solomon Islands (if required)

7. Reporting Requirements

- The consultant will report to the FFA Manager Information Technology (MIT)
- Bi-weekly progress reports shall be submitted documenting work completed, issues encountered, and upcoming activities
- All deliverables must be reviewed and approved by FFA before final submission
- The consultant shall be available for clarifications and follow-up discussions for 30 days after final deliverable submission

8. Evaluation of Proposals

All bids shall be evaluated using a two-stage procedure with evaluation of the technical proposal being completed prior to any financial proposal being reviewed and compared. Bidders are required to submit their financial and technical proposal as two separate documents.

Technical Proposal

The technical Proposal shall contain details of organisational background, past experience relating to similar assignments, competencies and expertise being proposed for the consultancy and detailed methodology for the implementation of the Preferred Provider arrangements. Copies of registration, licences and confirmation of professional affiliation and membership shall also be submitted.

The technical proposal will be evaluated using the following criteria:

Evaluation criteria, competency requirements	Score weight (%)
Organisational Background <ul style="list-style-type: none"> • Minimum 5 years of experience in information security management and ISO 27001 implementation • Demonstrated experience in conducting ISMS policy reviews and gap analyses for international organisations on in similar setting • References from at least 3 current commercial or institutional clients with similar service requirements 	30
Technical capacity Demonstrated understanding of Terms of Reference and proposed methodology demonstrating the ability to deliver the services as per requirements of the scope of services and within the timeframe required.	30
Qualification and Certification Relevant experience (ISO 27001:2022 projects)	20
Communication and Writing skills Demonstrated Quality of sample work or writing samples. Good communication and writing skills showing clarity, conciseness, structural integrity, audience tailoring, and analytical accuracy	10
Key personnel assigned to Project have the appropriate competencies, qualification and certifications.	10
Total score	100%
Qualification score (minimum passing score required to proceed to financial evaluation)	70%

Financial Proposal

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

The financial proposal is to take into account all expenses the bidder would incur in the delivery of the services or development of their professional activity (e.g. insurance, internet, applicable income taxes in the applicant's country of residence for tax purposes, etc.) when setting up their professional fee/rate. The Financial Proposal shall contain a breakdown of professional fees (daily rate) of all consultant involved in the delivery of the services and the number of days they will be engaged for and the other costs involved should be listed.

No payment will be made for items which have not been priced. Such items are deemed to be covered by the financial offer. Bidders will be deemed to have satisfied themselves, before submitting their proposal and to its correctness and completeness, taking into account of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices

The financial proposal does not require the inclusion of airfares or DSA as these will be calculated and provided by FFA as required for agreed travel in line with FFA's Travel Policy requirements.

All costs on the Financial Proposal must be quoted in United States Dollars (USD).

9. Confidentiality and Ownership of Materials

Any documents and reports produced pursuant to the provision of Internet Services 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 Service Provider by FFA in connection with the provision of Internet Services 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.

FFA STANDARD CONDITIONS OF CONTRACT
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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 acknowledgement 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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