



MEMORANDUM OF AGREEMENT

BETWEEN

THE PACIFIC ISLANDS FORUM FISHERIES AGENCY

AND

COLLEGE OF MARSHALL ISLANDS

MEMORANDUM OF AGREEMENT

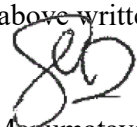
THIS AGREEMENT is made this 13th February 2024 between the **Pacific Islands Forum Fisheries Agency** located at FFA Road, Kola'a Ridge, Honiara, Solomon Islands (hereinafter referred to as "FFA") and the **College of the Marshall Islands** (hereinafter called "the Consultant") of PO BOX 1258, Majuro, Marshall Islands, MH96960 (hereinafter called "the Usual Place of Business").

WHEREAS FFA wishes to engage the Services of the Consultant upon the terms and conditions hereinafter set forth for the purposes set forth in *Schedule A* hereof. The Consultant wishes to accept such engagement upon such terms and conditions.

NOW IT IS HEREBY AGREED as follows:

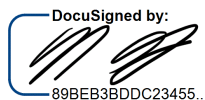
1. The Consultant shall perform the duties in accordance with the Terms of Reference in Schedule A (such duties being hereinafter referred to as "the Consultancy Services") at a high standard.
2. The Consultant shall commence the Consultancy Services from 4th to 8th March 2024 and the 4th March 2024 is being hereinafter referred to as "the Date of Commencement").
3. FFA shall not, except as the Parties may otherwise agree, engage the Consultant in excess of seven days.
4. FFA shall pay fees to the Consultant in respect of the Consultancy Services performed during the Term of Engagement in accordance with *Schedules B and C* of the Standard Conditions of Contract, attached hereto.
5. Except, as may be otherwise agreed in writing, the total consultancy fees payable under this Contract shall not exceed **Eight Thousand and Six Hundred dollars-United States Dollars (US\$8,600.00)**.
6. The Standard Conditions of Contract annexed as *Schedule C* shall apply to this Contract and shall have the same force and effect as if the same were fully set forth herein.
7. *Schedules A and B* (and annexures, if any) form part of this Contract. In the event of any conflict between the terms and conditions contained in Schedule C and any part of *Schedules A and B* then the terms and conditions contained in *Schedules A and B* shall prevail.

IN WITNESS WHEREOF the Parties hereto have signed this Contract the day and year first above written.



Dr. Manumatavai Tupou Roosen

DIRECTOR GENERAL


DocuSigned by:

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CONSULTANT **Dr Elizabeth Switaj,**
College Interim President

Date: 28 March 2024

Date: **4/3/2024**

Witnessed by: Anne Ereka
PADG

DocuSigned by:

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**Dean- Workforce, Adult and
Vocational Education Services**

SCHEDULE A

TERMS OF REFERENCE

1. INTRODUCTION

The Pacific Islands Forum Fisheries Agency (FFA) and the College of Marshall Islands entered agreed on or about dated 13th February, 2024 to support the Workforce Development Training through the provision of Asset Management, Basic Psychology and Report Writing to Observer Coordinator as part of their capacity building.

2. BACKGROUND

The PROPER Project is part of a multi-phased approach to regional programs across the Pacific designed to strengthen the shared management of selected Pacific Island oceanic and coastal fisheries, and the critical habitats upon which they depend and is being implemented by the Pacific Islands.

The Project Development Objective is: To strengthen regional collaboration and national capacity for the management and the sustainable development of the oceanic and coastal fisheries sector in the Pacific by which Pacific Islands Forum Fisheries Agency is one of the regional agencies involved in collaboration.

There is a need to strengthen the capacity of Observer Coordinators who are in supervisory roles to ensure that they are equipped with relevant skills needed to effectively deliver and meet strategic goals and mission of their national fisheries.

There have been collaborations between FFA with World Bank's PROPER and the College of the Marshall Islands to provide training for approximately 20 participants over five working days during the month of March.

The College of Marshall Island was identified to institutionalize the delivery of certification and degree courses. CMI has been operating as an independent post-secondary education institute in RMI since 1992 and extensively improved and added to their facilities in 2006, 2009 and 2011. Employees can attend both the Majuro or Ebeye facilities. Their mission is to provide the community with access to quality, higher and further educational services, prioritize student success through engagement in relevant Academic, Career and Technical Education, and be a center for the study of Marshallese Culture. CMI are able to offer training through their current curriculum and customization courses.

The participants in this training shall be identified and endorsed by the FFA Coordinator as follows:

- Based on project objectives and training strategy
- RMI Government employees requesting training and funding support
- Collaboration with the CMI Admission Office on participants' information for enrolment to this training
- CMI liaison with the FFA Coordinator on the successful enrolment and course information dissemination for the participants

3. SPECIFIC RESPONSIBILITIES OF THE PARTIES

3.1 The Consultant will

- (a) Coordinate Workforce Development training programs in the areas identified by FFA in collaboration with the national observer programs to enable the observer coordinators to effectively and efficiently deliver in the workplace;
- (b) Engage in registration process with the observer coordinators;
- (c) Provide registered employees with the necessary instructional supplies and equipment needed for the program;
- (d) Ensure all training programs are carefully monitored and evaluated by tracking trainees learning outcomes and level of course satisfaction;
- (e) Develop invoice to FFA as per the number of participants.

3.2 FFA will:

- (a) Commit funds for the Workforce Development training programs offered by the Consultant;
- (b) Assist the Consultant with this program by identifying observer coordinators with the interest, aptitude, and experience to become certified Workforce Development Trainers;
- (c) Utilize its communication channels such as its radio show, social media, and website to publicize the successful outcomes of the collaboration.

4. ASSISTANCE TO BE PROVIDED BY SPG FISHERIES ADMINISTRATIONS

- 4.1 Liaison with other relevant organisations as required, including official notification to those organisations of the nature of the project and a request to cooperate with the Consultant;
- 4.2 Similar notification to other relevant national government line agencies; and
- 4.3 Provision of organisational and logistic arrangements to facilitate in-country consultations.

5. BUDGET

The following shall be the costs for the training program funded by FFA for twenty participants:

Particulars	Rates	USD
Workforce Development Participation Fees	\$400 x 20	8000.00
Registration Fees	\$30 x 20	600.00
TOTAL COSTS		8600.00

FFA will make a payment of accrued fees on the production of an invoice for the training as set out in this Contract.

SCHEDULE B

SUMMARY OF CONTRACT PAYMENTS

1. The total consultancy fees payable under this Contract shall not exceed **Eight-Thousand and Six Hundred United States Dollars (US \$8,600.00)** for the duration of the Contract.
2. The Consultant's work shall not exceed **seven working days**.

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) "Usual Place of Residence" means the place of residence of the Consultant designated in the Memorandum of Agreement;
 - (g) "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. Conflict of Interest

- 8.1 The Consultant warrants that, to the best of his 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 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 10.
- 8.3 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.

9. Disclosure of Information

- 9.1 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.
- 9.2 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.
- 9.3 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.

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 Consultant and directly attributable to the termination or partial termination of this Contract.
- 10.2 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.
- 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 Consultant 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 Consultant 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 Consultant, signed by the Director-General or Deputy Director-General and forwarded to the Consultant at the Usual Place of Residence or, in the case of a corporate entity, the registered office.
- 13.2 Any such notice, request or other communication shall be delivered by hand or sent by pre-paid registered post, or facsimile to the address of the party to which it is sent.
- 13.3 Any notice, request or other communication will be deemed to be received:

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

14. Entire Agreement and Variation

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

15. Severability

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

16. Relationship

- 16.1 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.

17. Applicable law

- 17.1 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.