



SERVICE AGREEMENT

BETWEEN

SOLOMON ISLANDS NATIONAL UNIVERSITY

AND

ISLAND LOGISTICS (SI) LIMITED

7A

This **SERVICE AGREEMENT ("SA")** is made at Honiara this 28 day of 9 2023;

BETWEEN:

SOLOMON ISLANDS NATIONAL UNIVERSITY P.O. Box R113, Kukum Campus, Honiara ("SINU"),

AND:

ISLAND LOGISTICS (SI) LIMITED, P.O Box 340, Honiara, Solomon Islands ("ILL"),

Both of whom are herein referred to as the "Parties".

Now the Parties agree as follows:

1: Service

1.1. The Solomon Islands National University (SINU) under this agreement, engaged Island Logistics (SI) Limited (ILL) as preferred supplier to be engaged for provision of customs clearance services for SINU and ILL agrees to supply the services to the University on terms and condition specified in this Agreement.

2: Duration

2.1. This agreement is valid for a period of one (1) year and will enter into effect on the date of signing by the Parties. The operation of this agreement may be extended by mutual consent for such period(s) that may be considered desirable by the parties, which period shall be set out in writing in letters of exchange signed by both Parties.

3. ILL-Obligation

3.1. Island Logistics (SI) Limited as a supplier to perform the following responsibilities:

- a. Prepare Bill of Entries for import/export consignment by air or sea.
- b. Carry out clearances and inspection on behalf of the University with Customs and Excise at Honiara Port/Airport and with other designated authority.

- c. Prepare Exemption forms and bring to SINU authorized staff signoff and stamping. In this case it will either be the Chief Procurement Officer, Director Finance, or an authorized Procurement Officer.
- d. To liaise/attend queries from shipping line/agency with respect to the release of incoming consignment or exported consignment.
- e. To immediately advise SINU on any issue relating to SINU consignments.
- f. To ensure the release of containers within the free days allocated by shipping lines/agency to minimize detention cost.
- g. To facilitate the deliveries of consignment to the University designated receivers.
- h. Any other cognate duty in regards to customs clearance for the University.

4. SINU-Obligation

4.1. SINU to perform the following responsibilities:

- a. Pay ILL the overall services perform.
- b. Give access to Island Logistics (SI) Ltd to enter into the University Campuses, to carry out its responsibility in 3.1.
- c. Provide invoices and all original copies of the third-party invoices at completion of each clearance.

5. Legal Obligation

- 5.1. ILL to provide legal documentation, including copies of business license and permits approved by the national government and Honiara City Council, prior to commence its operation with SINU.
- 5.2. ILL to comply with all statutory requirements.

6. Payment

- 6.1. SINU shall pay ILL at the rates stated in the Appendix of the Agreement.
- 6.2. ILL shall provide original receipts if any of all third-party invoices paid on behalf of SINU
- 6.3. ILL shall provide the original invoice with all supporting documents for the services rendered.

6.4. SINU shall not allowed any payment should ILL fail to provide the original invoices and a sign off on receipt of consignment from the University by authorized personal (receiver).

7. Liability

7.1. ILL shall indemnify SINU of all costs and/or expenses accruing to SINU on account of negligence in providing the contracted service. The auditable sums for such costs/expenses shall be deducted from the sum due to ILL on a monthly basis.

7.2. SINU shall not be responsible for any cost or expenses or liability on any party arising from the negligence of ILL personnel in any of its campuses in any matter unconnected with the provision of the contracted service.

8. Insurance.

8.1. ILL and its subsidiaries engagement with the Solomon Islands National University shall be insured by insurers of a recognized insurance company for any unforeseeable losses and risk at any circumstances.

8.2. ILL and its subsidiary shall not refused any insurance coverage sought or otherwise applied for or to reject non-renewal of such existing insurance coverage when such coverage expired.

9. Legal effect

9.1. The Parties acknowledge that this Service Agreement is legally enforceable.

10. Termination

10.1. Either Party may terminate this contract upon giving to the other party one (1) months' notice in writing of its intention to do so.

10.2. In the event of termination, both Parties agree to 'pro rata' basis on any payment due on for any service being performed within the duration.

11. Settlement of disputes

11.1. The Parties agree that any dispute arising out of this contract shall be settled amicably in good faith through consultation or negotiation between the Parties.

12. Confidentiality & Intellectual Property

12.1. The Parties shall not disclose or distribute any confidential information, documents, data received or supplied to the other in the course of the implementation of this agreement to any third party except as authorized in writing to do so by the requesting party. The Parties further agree to recognize each other's intellectual property rights in relation to the performance of the responsibilities of each party under this agreement.

13. Governing law

13.1. The construction, interpretation and enforcement of this Service Contract shall be governed by the laws of Solomon Islands.

14. Force Majeure

14.1. Neither Party shall be held responsible for non-fulfilment of their respective obligations under this agreement due to exigency of one or more of the force majeure events such as, but not limited to, act of God, war, flood, earthquake, strikes, lockouts, epidemics, riots, civil commotion, etc., provided on the occurrence and cessation of any such events, the Party affected thereby shall give a notice in writing to the other Party within 1(one) month of such occurrence or cessation.

15. Modification and Amendments.

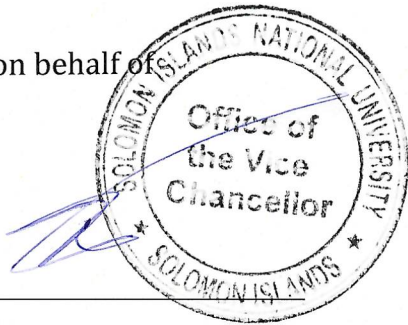
15.1. This agreement may be varied and/or amended by the mutual agreement of the Parties and any such variation shall be set out in writing and signed by the Parties.

16. Designation of office

16.1. Each party shall designate an office and/or an officer which/who shall serve as liaison for implementing this agreement. Unless the other party is advised in writing, for SINU, this person is the Chief Procurement Officer, Wendy Afu and for 5.1. ILL, this person is the Director, Mr. Binay Phal; the respective contacts of these shall be exchanged on signing the agreement.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures:

SIGNED on behalf of
SINU by



Professor Transform Aqorau
Vice Chancellor

Date: 28.9.2023

Witnessed by:

Signed:

W. A. A. A.
Name: Wendy A. A.

Title: CPO

Date: 28/9/2023

SIGNED on behalf of
ILL by



Binay Phal
Managing Director

Date: 28.9.2023

Witnessed by:

Signed:

Name:

Title: _____

Date: _____

Appendix: Price Schedule



ISLAND LOGISTICS (SI) LIMITED
P O BOX 340, Honiara
Solomon Islands
Email: islandlogisticssi@gmail.com

Inward Clearance Charges

Description		Charges (SBD)
Clearance Charges		SBD 1,100 per BOL/AWB
Agency Documentation, Transportation and Communication		SBD 495 per BOL/AWB
Ship Agency Charges		As per actual cost
SI Quarantine Charges		As per actual cost
SI Ports Charges		As per actual cost
Transportation		
	Less than 100kg and small packages	FREE
	Above 100 kg	SBD 600
FCL /MT	20FT	SBD 800 each way
	40FT	SBD 1600 each way
Other Equipment		Quote as per requirements

Export Charges

Description		Charges (SBD)
Clearance Charges		SBD 1,100 per BOL/AWB
Agency Documentation, Transportation and Communication		SBD 495 per BOL/AWB
Freight		Quoted on day of Freight
Transportation		
	Less than 100kg and small packages	FREE
	Above 100 kg	SBD 600
FCL /MT	20FT	SBD 800 each way
	40FT	SBD 1600 each way
Other Equipment		Quote as per requirements

NOTE: ALL charges up to SBD 5,000 will be paid by Island Logistics same will be requested as reimbursement from Solomon Island National University

Island Logistics