



PARTNERSHIP AGREEMENT FOR GOVERNANCE, OVERSIGHT AND ADVISORY SERVICES OF THE SOLOMON ISLANDS MARITIME COLLEGE

BETWEEN

THE MINISTRY OF INFRASTRUCTURE DEVELOPMENT

AND

THE SOLOMON ISLANDS NATIONAL UNIVERSITY

AND

THE SOLOMON ISLANDS MARITIME AUTHORITY

AND

THE SOLOMON ISLANDS PORTS AUTHORITY

AND

THE SOLOMON ISLANDS MARITIME TRANSPORT ASSOCIATION

1. THE PARTIES

1.1 This Partnership Agreement ('the Agreement') is entered into by and between the following Parties, each called Party:

- **The Ministry of Infrastructure Development (hereafter called 'MID')** supports the Solomon Islands Government in delivering safe, reliable, integrated and sustainable infrastructure and transport systems and is responsible for shipping matters.
- **The Solomon Islands National University (hereafter called 'SINU')** is established by the SINU Act 2012 for the purposes of imparting higher and further tertiary education and skills training in Solomon Islands and promote scholarship, research, free inquiry, academic excellence, and trade competence.
- **The Solomon Island Maritime Authority (hereafter called 'SIMA')** is established by the SIMA Act 2018 as the financially self-sufficient organisation to carry out its functions and facilitate the implementation of international and regional maritime agreements and the enforcement of applicable maritime laws in Solomon Islands.
- **The Solomon Islands Ports Authority (hereafter called 'SIPA')** is established under the Ports Act (CAP. 161) as a public authority known as the Solomon Islands Ports Authority and trading as Solomon Ports to provide efficient port services to the Solomon Islands.
- **The Solomon Island Maritime Transport Association (hereafter called 'SIMTA')** is the association of ship owners and operators representing the domestic shipping industry in Solomon Islands.

2. INTRODUCTION

2.1 The Parties to this Agreement:

- a. recognising shipping as the life blood in Solomon Islands and the central of maritime education and training to support a vibrant maritime transport sector,
- b. acknowledging the need to develop strategic partnerships to improve governance, oversight and advisory services to the Solomon Islands Maritime College,
- c. mindful that dedicated partnerships, resources and support are required to ensure academic excellence and compliance of the Solomon Islands Maritime College education and training services,
- d. acknowledging the role of MID, SINU, SIMA, SIPA and SIMTA in creating an enabling environment for efficient maritime transport services and dynamic maritime employment in Solomon Islands,
- e. recognising the need to build the foundations for safe, green, digital, resilient and gender-just maritime transport in Solomon Islands and embrace technology in the maritime sector, and

- f. recognising the establishment of the Solomon Islands Maritime College by the Senate of SINU under the SINU Act 2012,
 - g. willing to take governance and oversight responsibilities over the Solomon Islands Maritime College and provide advice to improve the quality and compliance and take action on key regional and national maritime education and training priorities,
- have agreed as follows:

3. DEFINITIONS AND INTERPRETATION

- 3.1. In this agreement, unless the context requires otherwise:

Property means all the right, title and interest of the Parties in relation to their participation in this agreement;

Intellectual Property means all intellectual property rights and interests (including common law rights and interests) owned, held by or licensed to, the Parties in respect of, or in connection with, the Property, including:

- (a) patent applications and applications to register trademarks, service marks, and designs;
- (b) all methods, plans, data, specifications, equipment designs, inventions, discoveries, improvements, know-how, experience, trade secrets or Confidential Information used in, or developed by the Vendor in connection with, the Maritime Business; and
- (c) licences or similar user rights in respect of any such rights and interests.

Party means each of the Parties listed in section 1 of this Agreement and **Parties** means all of them;

Representative includes, in relation to a party, each employee, director, officer and member of that party designated to represent the Party in relation to this Agreement.

- 3.2. In the interpretation of this agreement, unless the context requires otherwise:

Background, Clauses, Sections, Schedules: references to background recitals, clauses, sections and schedules are to the background recitals, clauses and sections of, and schedules to, this agreement;

Documents: a reference to any document, including this agreement, includes a reference to that document as amended or replaced from time to time;

Including: a reference to "including" or similar words includes a reference to "without limitation";

Person: a reference to a person includes a reference to a body corporate, to a governmental agency and to an unincorporated body of persons;

Related Terms: where a word or expression is defined in this agreement, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

Singular, Plural and Gender: the singular includes the plural and vice versa, and words importing one gender include the other genders; and

Statutes and Regulations: a reference to a statute or any regulations is a reference to that statute or those regulations as amended, or to any statute or regulations substituted for that statute or those regulations.

4. PURPOSE

- 4.1 The purpose of the Agreement is to provide governance, oversight and advisory services of the Solomon Islands Maritime College (SIMC) in order to enhance quality and compliance of maritime education and training services and improve SIMC's operational efficiency.

5. SCOPE OF WORK

- 5.1 The Parties, will work together to provide governance, oversight and advisory services to SIMC as follows:
- 5.1.1 **Governance and oversight** – establish a governance framework to ensure effective management and decision-making processes within SIMC including:
- a Joint Oversight Committee (JOC) comprising representatives from each party and governed by its own rules and procedures to oversee SIMC development and delivery of services, discuss strategy and priorities and make recommendations,
 - a SIMC development plan overseen by the JOC to monitor progress on strategic actions and priorities.
- 5.1.2 **Strategic and technical advice** – provide strategic and technical advice including:
- development of partnerships and collaboration with international and regional partners,
 - resource mobilisation and resource sharing dedicated to maritime education and training,
 - analysis of needs in the maritime industry in terms of number and qualification of seafarers,
 - quality of teaching and learning methodologies, and compliance and design of maritime training curricula in accordance with the maritime industry needs and standards and applicable international and national maritime laws,
 - infrastructure, equipment and systems development, upgrade and maintenance,
 - research and development in relation to maritime education and training and technology.

6. RESPONSIBILITIES

- 6.1 The Parties will assume the following responsibilities for the implementation of the Agreement:
- 6.1.1 For MID:
- provide policy guidance,
 - guide and support infrastructure development and maintenance, and
 - collaborate on research and development initiatives.

6.1.2 For SINU:

- provide academic expertise and guidance,
- assist in curriculum development and accreditation processes,
- support faculty development and training programs, and
- collaborate on research activities related to maritime education and training and technology.

6.1.3 For SIMA:

- provide strategic and technical expertise in maritime education and training,
- provide data and information related to maritime employment and maritime industry workforce demand,
- support curriculum development based on the maritime industry standards,
- assist in the provision of qualified instructors and trainers, and
- facilitate industry engagement and internships for SIMC students.

6.1.4 For SIPA:

- advise on port operations and management aspects,
- provide internship and practical training opportunities in ports, and
- collaborate on the development of practical training modules related to port operations and management.

6.1.5 For SIMTA:

- represent the shipping industry's interests and provide input on maritime training curriculum design,
- facilitate industry engagement, internships, and employment opportunities for SIMC graduates, and
- promote training of seafarers among the shipping industry.

6.2 Each Party nominates officers in their organisation who will be responsible for leadership and coordination of implementation of this MOU. The designated officer, or successor in the event of reorganisation, will be:

6.2.1 For MID:

JOC	Deputy Secretary, Corporate Support Services, Mr. Andrew Houlia AHoulia@mid.gov.sb
SIMC development plan implementation	/

6.2.2 For SINU:

JOC	Dean, Faculty of Science & Technology, Dr. Eric Katovai
SIMC development plan implementation	Director, Solomon Islands Maritime College, Dr. Teorae Kabure teorae.kabure@sinu.edu.sb director.ims@sinu.edu.sb

6.2.3 For SIMA:

JOC	Director, Solomon Islands Maritime Authority, Mr. Thierry Nervale thierry.nervale@sima.gov.sb
SIMC development plan implementation	Principal Officer, Shipping Operations, Mrs. Cathy Talua Indu cathy.taluaindu@sima.gov.sb

6.2.4 For SIPA:

JOC	Chief Executive Officer, Solomon Islands Ports Authority, Mr. Eranda Kotelawala e.kotelawala@sipa.com.sb
SIMC development plan implementation	/

6.2.5 For SIMTA:

JOC	President, Solomon Islands Maritime Transport Association, Mr. Selwyn Riumana selwynriumana@gmail.com
SIMC development plan implementation	Secretary, Solomon Islands Maritime Transport Association, Ms. Joy Ririmae shipping@franjiti.com.sb

7. SUBSIDIARY ARRANGEMENTS

- 7.1. The Parties, upon advice from the JOC, will implement a SIMC Development Plan that will include strategic actions and priorities, monitoring of progress and reporting.
- 7.2. Termination of the Agreement will result in the termination of the SIMC Development Plan, except where otherwise provided for in writing and mutually determined by the Parties.
- 7.3. In the event of an inconsistency between the provisions contained within the Agreement and the provisions contained in the SIMC Development Plan, the provisions of the Agreement will prevail to the extent of that inconsistency.

8. FINANCIAL PROVISIONS

- 8.1. Commitments of the Parties under the Agreement are subject to the availability of funds, materials, and personnel for such purposes.
- 8.2. Each Party will meet the costs it incurs in performing, managing, and administering the Agreement, unless otherwise mutually decided between the Parties should funding be available for the implementation of the Agreement.
- 8.3. The Parties will determine resources needed to implement the Agreement and the SIMC Development Plan under JOC and reach out development partners as needed.
- 8.4. Each Party will promptly notify the other Party or Parties if available funds are not adequate to fulfil its commitments under the Agreement or the SIMC Development Plan.

9. INTELLECTUAL PROPERTY

- 9.1. The Parties will maintain the confidentiality of any information it receives from the other Parties that has been designated as confidential or which by its nature is deemed to be confidential. The parties will only use confidential information for purposes of this agreement and shall not disclose it to any third party without prior written consent of the Parties.

10. SETTLEMENT OF DISPUTE

- 10.1 Any dispute regarding the interpretation or application of the Agreement will be resolved amicably and expeditiously by consultation and negotiation between the Parties.
- 10.2 In case no settlement can be reached through consultation and negotiation, each party can submit such matter in accordance with the laws of Solomon Islands.

11. ENTRY INTO EFFECT, DURATION, AMENDMENT AND TERMINATION

- 11.1 The Agreement will come into effect upon the date of the last signature and will remain in effect until terminated in accordance with this section.
- 11.2 The Agreement and the SIMC Development Plan may be amended at any time by the mutual written consent of the Parties. The Agreement will be subject to review at any time upon written notice by either Party to the other Parties through the JOC advising of a desire to consult with a view to amend the Agreement.
- 11.3 This MOU may be terminated at any time by the mutual written consent of the Parties. Alternatively, either Party may terminate the Agreement upon six (6) months written notification to the other Parties. The Parties will consult through the JOC prior to the date of termination. Termination of the Agreement will also terminate the SIMC Development Plan, except where otherwise provided for in writing and mutually determined by the Parties.
- 11.4 The respective responsibilities of the Parties regarding Section 8 (Financial Provisions), Section 9 (Intellectual Property), and Section 10 (Settlement of Disputes) will continue notwithstanding termination of the Agreement.

SIGNATURES

SIGNED for and on behalf of MID
Permanent Secretary
Ministry of Infrastructure Development


.....
Mr. Stephen Maesiola

04/10/2023
.....
Date of signature

SIGNED for and on behalf of SINU
Vice-Chancellor
Solomon Islands National University


.....
Dr. Transform Aqorau


4.10.2023
.....
Date of signature

SIGNED for and on behalf of SIMA
Chairperson
Solomon Islands Maritime Authority


.....
Mr. Robert Bokelema

4/10/23
.....
Date of signature

SIGNED for and on behalf of SIPA
Chairperson
Solomon Islands Ports Authority


.....
Mr. Mike Wate

4-10-23
.....
Date of signature

SIGNED for and on behalf of SIMTA
President
Solomon Islands Maritime Transport Association


.....
Mr. Selwyn Riumana

4th Sept 2023
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Date of signature