



Pacific  
Community  
Communauté  
du Pacifique



SINU

SOLOMON ISLANDS NATIONAL UNIVERSITY

LOA n°22-100

## LETTER OF AGREEMENT

BETWEEN

**The Pacific Community,**

AND

***Solomon Islands National University***

### PREAMBLE

**WHEREAS** the Pacific Community ("SPC") is an intergovernmental organisation founded by treaty (the Canberra Agreement) in 1947 owned and operated by 27 member countries and territories to serve the development, scientific and technical needs of the Pacific region;

**WHEREAS** The Solomon Islands National University (SINU) is a centre of education and applied research in the Pacific region;

**WHEREAS** SPC is commissioned by the Western and Central Pacific Fisheries Commission (WCPFC) to implement the Pacific Tuna Tagging Programme ("PTTP"). Within the framework of the PTTP, SPC will be implementing a tuna tagging research cruise (named hereafter as "WP6") in the Solomon Islands Exclusive Economic Zone using a chartered pole and line vessel, FV Soltai 105 ("the Vessel"), from the National Fisheries Development (NFD) and Tri Marine (TMI) fishing fleet company based in Noro;

**WHEREAS** SPC is offering SINU a collaborative scientific position onboard the Vessel for the duration of the WP6 activities to a suitably qualified SINU researcher; and

**WHEREAS** SINU has nominated Dr Lindon Havimana (fisheries researcher) to participate in the WP6 activities including tuna tagging, biological sampling, data entry, cruise reporting and all related tasks involved in the at-sea implementation of the research experiment, under the supervision of an SPC appointed Voyage Leader.

Hereinafter referred to collectively as 'the Parties', SPC and SINU have agreed as follows:

### I. The Project

1.1 The purpose of this Letter of Agreement (LOA) is to set out the terms and conditions of a joint cooperation between the Parties regarding the WP6 scientific experiment implementation ('the Project').

1.2 The details of the Project and expected outputs are attached in **Annex I**, Concept note.

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## II. Agreed activities

2.1 The Parties agree to collaborate together to jointly implement the Project within their respective mandates and agree in particular:

2.1.1 For SPC to:

- a) charter the Vessel from the NFD and TMI fishing fleet company including the provision of appropriately qualified and experienced Captain, Officers and fishing crew. The responsibility for the Vessel operations and safety on board remain with NFD and all science personnel and associated passengers are required to follow the instructions of the Vessel Captain and delegated crew;
- b) appoint a Voyage Leader for the duration of the WP6 activities;
- c) ensure the Voyage Leader executes the implementation of all scientific experiments undertaken during the WP6;
- d) cover Dr Lindon Havimana's expenses for travel to and from Noro; and
- e) cover food cost for Dr Lindon Havimana during his stay onboard the Vessel through the Chartered Boat Agreement with NFD.

2.1.2 For SINU to:

- a) nominate Dr Lindon Havimana (fisheries researcher) under the employment of SINU to participate in the WP6 activities;
- b) provide insurance coverage for the Dr Lindon Havimana from departure to Noro and to return to his home base in Honiara at the completion of the activities under the WP6; and
- c) execute an undertaking with Dr Lindon Havimana to participate in the WP6 under the direction of the Voyage Leader.

2.1.3 Both Parties agree to:

- a) communicate regularly with each other and provide timely information on matters relating to the activities;
- b) raise any issues of concern with the nominated focal point;
- c) work collaboratively to ensure the Project objectives are implemented;
- d) devote appropriate resources to ensure Project objectives are achieved; and
- e) use their skills, expertise, know-how and experience to implement the Project.

2.2 Additional responsibilities, or changes to these responsibilities, may be generated and agreed to by the Parties as part of the planning process.

## III. Commitment of the Parties

3.1 Both Parties commit to:

- a) implement the Project following the highest standards of ethics and conduct including a zero tolerance for fraud and corruption, harassment, bullying or sexual exploitation;
- b) ensure the project is socially inclusive and environmentally responsible and aligns with the values of *SPC's Social and Environmental Responsibility Policy*; and

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- c) make every effort to act in accordance with the principles of [SPC's Child Protection Policy](#), as updated from time to time, and to comply with other relevant international declarations, conventions and arrangements.

#### IV. Timing of activities

The timing of the activities implemented under the Project is expected to be:

Description of the Activities	Starting date	End date
Cruise preparation	10/08/2022	14/08/2022
Cruise implementation at sea	14/09/2022	10/10/2022
Cruise decommissioning	11/10/2022	12/10/2022

#### V. Budget

The overall budget for the project is anticipated to be ***made up of in-kind contributions from the Parties.*** The details of the budget with each Parties' contribution are set out in the table below:

Item	SPC	SINU
Vessel Charter, Equipment, travel and contractors.	As per Service Agreement with WCPFC dated 12 January 2022	
Science personnel	4 Staff <sup>1</sup>	
Researcher		1 researcher <sup>2</sup>
Total Budget	IN-KIND CONTRIBUTION	IN-KIND CONTRIBUTION

#### VI. Financial Arrangements and Reporting Obligations

- 6.1 In accordance with the budget established in Article V above, each Party will bear its own costs.
- 6.2 All additional costs related to the implementation of the Project will be borne by the Party that requires them, unless mutually agreed in writing by both the Parties.
- 6.3 At the end of the Project, the Parties will agree to produce a joint narrative report on the implementation of the Project, including the shared results achieved.

#### VII. Confidentiality and use of data

- 7.1 Each Party will maintain the confidentiality of any information it receives from the other Party 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 LOA.

<sup>1</sup> Bruno Leroy, Joe Scutt Philips, Aurelie Guilou and Marion Boutigny

<sup>2</sup> Dr Lindon Havimana

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7.2 SINU acknowledges that SPC's Information, including Personal Data, is subject to privileges and immunities accorded to SPC and that as a result any such Information is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any person, unless such immunity is expressly waived in writing by SPC.

### **VIII. Intellectual property rights and use of collected data**

8.1 Pre-existing intellectual property rights remain the property of their current owner.

8.2 SPC shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks with regard to products, reports, documents or any other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the implementation of the Project under this LOA. SINU shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to SPC in compliance with the requirements of the applicable law.

### **IX. Special conditions**

There are no special conditions for the Parties collaboration under this LOA.

### **X. Visibility**

10.1 The Parties will acknowledge their collaboration and participation in the Project implemented under this LOA in all promotional materials, including speeches, media statements and publications.

10.2 The Parties maintain sole authority over their respective names, logos and emblems. Neither Party is authorised under this LOA to use the name, logo or emblem of the other Party in any manner other than as provided for in this LOA or in any communication plan established separately between the Parties.

### **XI. Focal points**

The focal points for this LOA are:

<b>FOR SPC</b>	<b>FOR SINU</b>
Name: Simon Nicol Position: Principal Fisheries Scientist Email: <a href="mailto:simonn@spc.int">simonn@spc.int</a>	Name: Dr. Transform Aqorau Position: Director, Institute of Oceans, Islands & Sustainable Development (IOISD) Email: <a href="mailto:transform.aqarao@sinu.edu.sb">transform.aqarao@sinu.edu.sb</a>

### **XII. Resolution of disputes**

The Parties shall make their best efforts to amicably settle any dispute, controversy or claim arising out of this LOA. Any disputes that might arise from or in relation to this LOA, if not settled by negotiation, shall be settled by arbitration in accordance with the Arbitration Rules of the United Nations

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Commission on International Trade Law (UNCITRAL). This LOA will be governed by the general principles of international law.

### **XIII. Privileges and immunities**

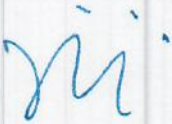
Nothing in or relating to this LOA shall be deemed a waiver, express or implied, of any of the privileges and immunities of SPC.

### **XIV. Entry into force, termination and amendment**

14.1 This LOA will enter into force on the date of its signature by both the Parties and will remain in force until 31/12/2022. Clause VII will extend beyond the termination of the LOA.

14.2 Any changes to this LOA must be approved by both the Parties by signing a written amendment.

**For SPC**



Name: Paula Vivili  
Title: Deputy Director General – Science  
and Capability  
Date: 24/08/2022

**For SINU**



Name: Dr. Jack Maebuta  
Title: Pro Vice-Chancellor Academic  
Date:



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## ANNEX I: Concept Note

### WP6 TUNA TAGGING RESEARCH CRUISE

September-October 2022

The Pacific Tuna Tagging Programme (“PTTP”) is a regular activity of the Western and Central Pacific Fisheries Commission (“WCPFC”) that provides crucial data for the assessment of the regional tuna stocks in the western and central Pacific Ocean. The Pacific Community (“SPC”) implements the PTTP under a service agreement with the WCPFC. Following the recommendation of the 17th Scientific Committee of the WCPFC, tagging activities in 2022 will focus on Skipjack and Yellowfin tuna in the western Pacific Ocean (“WP6 Tuna Tagging Research Cruise”).

To achieve this work, SPC has chartered a Pole and Line vessel, FV Soltai 105, from the National Fisheries Developments (“NFD”) and Tri Marine (“TMI”) Fishing fleet based in Noro (Western Province) of the Solomon Islands. The WP6 Tuna Tagging Research Cruise is expected to start from Noro on or shortly after the 14 of September 2022 for a total duration of about twenty-six (26) days. It is planned to release tagged tuna only in the waters of Solomon Islands (see scheduled area of research in Figure1).

Research permit is provided by the Solomon Islands Ministry of Fisheries and Marine Resources; in addition, baitground access will be provided under agreements arranged by NFD with the area owners.

The objectives of the WP6 Tuna Tagging Research Cruise include:

1. Tag and release of at least 10,000 skipjack tuna in the EEZ of the Solomon Islands;
2. Otolith mark and release a subset of skipjack tuna for age validation;
3. Complete biological sampling of tuna and associated species to supplement the Pacific Marine Specimen Bank;
4. Undertake trials to test the practicalities of standard operating procedures designed for the collection of genetic samples by fisheries observers;
5. Complete collection of skipjack stomach microbiome samples for development of candidate ecosystem indicators; and
6. Where practical collaborate with relevant organisations in WCPFC member countries to build capacity in tuna fisheries research.

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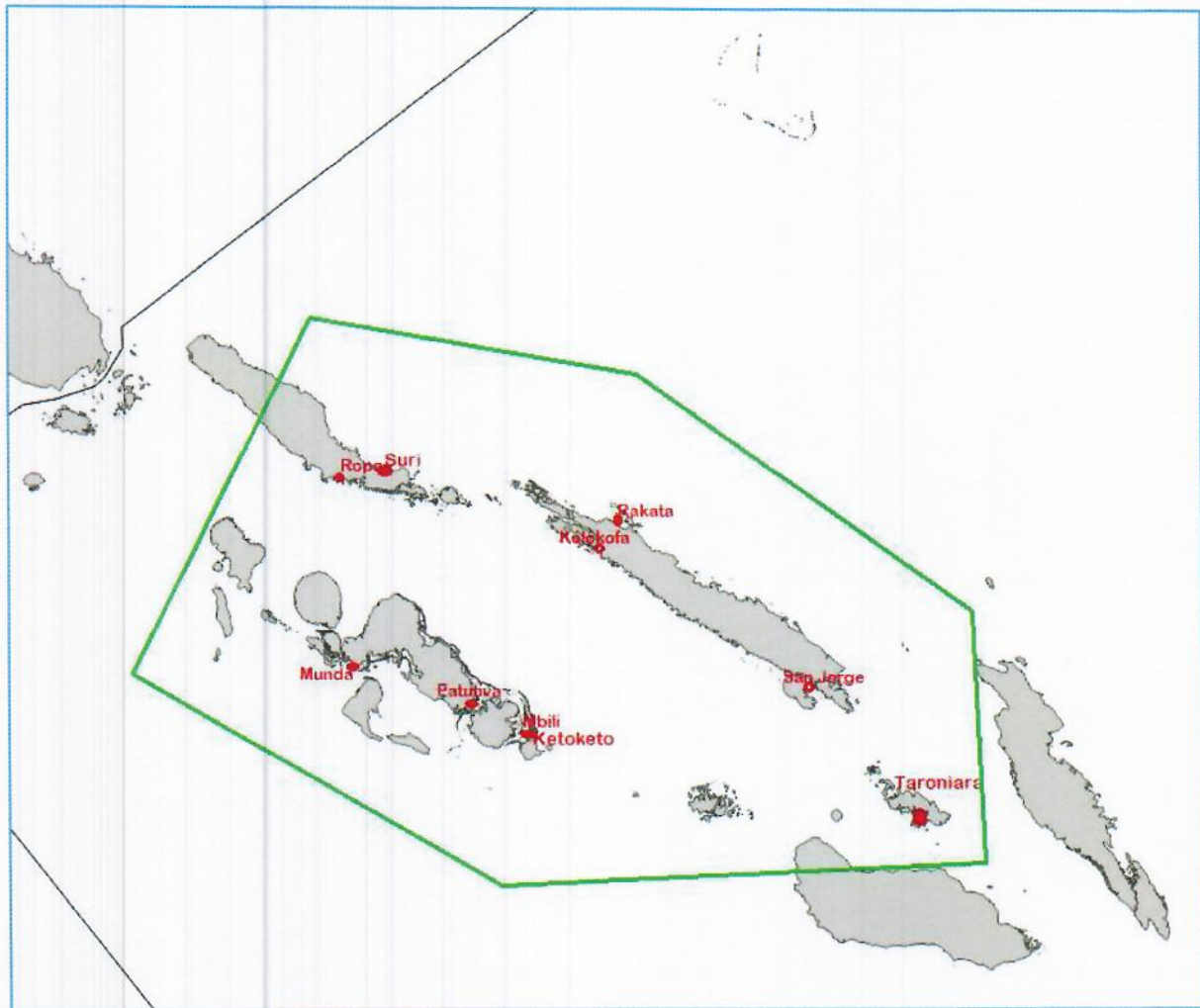


Figure1: WP6 provisional tuna tagging area. In red the potential available bait ground names

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