

TECHNICAL SERVICES CONTRACT

BETWEEN **National Fisheries and Aquaculture Authority of
Liberia (NaFAA)**

AND **FIMS Inc**

TO BE ASSIGNED TO: **NaFAA's Fisheries Monitoring Center (FMC)**

AS: **IT PROVIDER**

1st July 2021

CONTRACT NUMBER: 1

A. GENERAL

1. This contract is between NaFAA of Liberia
and,
2. FIMS Inc. (previously iFIMS Ltd) registered in Marshall Islands (FIMS Inc).

B. STATEMENT OF INTENT

The intent of this contract is for FIMS Inc to provide ongoing development and support for the FMC of NaFAA Information and Management System (FIMS).

C. DUTIES

1. FIMS Inc shall undertake the work described in the Terms of Reference as set out in Schedule A. The Terms of Reference may be amended by mutual agreement as the project proceeds.
2. The work performed by FIMS Inc shall be of a high professional standard
3. The work performed by FIMS Inc shall be reviewed after each quarter to assess progress.

D. TERMS OF ENGAGEMENT

1. REMUNERATION. NaFAA shall pay FIMS Inc for carrying out this assignment at the rate noted in Schedule B.
2. SOFTWARE LICENCE AND ASSURANCE. NaFAA shall pay software licence and software assurance fees as specified in Schedule B.
3. TERMINATION.

NaFAA reserves the right to terminate this contract for any of the following reasons:

- i. Convicted by a competent court of any crime or misdemeanour
- ii. absence of the Consultant from duties except as a result of sickness, accident or by prior mutual agreement;
- iii. unsatisfactory performance by the Consultant;
- iv. misconduct by the Consultant or breach of the terms of this contract or any act or omission which, in the opinion of the NaFAA brings NaFAA's FMC into disrepute;

In respect of termination under the above, FIMS Inc will be paid for work performed up to the time of termination of this Contract.

FIMS Inc reserves the right to terminate this contract at any time with one-month notice.

E. RESTRICTIONS

Except as NaFAA may otherwise specifically agree in writing:

1. FIMS Inc shall work exclusively for NaFAA and/or other international fisheries bodies during the term of this contract and not engage in any other occupational calling that would impede contractual obligations to the NaFAA.
2. FIMS Inc shall refrain from involvement in any political or sectarian activities or organisations.
3. FIMS Inc shall not participate in any radio, television or like program or contribute to any newspaper journalistic articles or group discussions without the prior authorisation of the Director General of NaFAA.
4. FIMS Inc shall at all times comply with the civil and criminal laws and regulations of the country state or place where domiciled or travelling whilst under this contract.

5. FIMS Inc appreciates and accepts that their standard of conduct whilst working for NaFAA must be and remain high in all respects.

F. CONFIDENTIAL INFORMATION

1. All materials produced or acquired under the terms of this agreement, whether written, graphic, films, magnetic tape, computer storage media or otherwise, shall remain the property of NaFAA
2. Except with the prior written consent, FIMS Inc shall not at any time communicate to any person or entity any information acquired during the term of this contract.
3. All knowledge and information not already within the public domain which is provided to FIMS Inc, or which FIMS Inc acquires during or by virtue of this assignment: and which is commercially valuable shall be held in the strictest confidence.
4. FIMS Inc shall immediately advise NaFAA of any information received, which could affect the interests or well-being of NaFAA.
5. Any information acquired by FIMS Inc in the course of their engagement regarding the projects, policies, processes, trade secrets, finances or other affairs of NaFAA or the persons doing business with NaFAA, shall be treated by FIMS Inc as secret and confidential and shall not be disclosed either during the period of this contract or thereafter.
6. FIMS Inc shall not at any time either during engagement under this contract or thereafter, utilise any information or any trading advantage gained as a result of this agreement.
7. FIMS Inc shall immediately disclose to NaFAA any personal conflicts of interests, which may fortuitously arise in the performance of their tasks and duties for NaFAA's FMC.

G. RELATIONSHIP

1. Nothing in this Agreement shall be deemed or construed by the parties hereto or any other person as creating the relationship of partnership, agent, or employee.

H. INDEMNIFICATION AND COPYRIGHT

1. NaFAA owns all rights to the information it provides to FIMS Inc and which is used in the development of the system as specified in this Agreement.
2. FIMS Inc warrants not violating or infringing any industrial or intellectual property right or claim of any third party in regard to the unauthorised use of computer software or data, or other forms of proprietary information, in the execution of

duties under this contract. FIMS Inc indemnifies NaFAA against the consequences of such third-party claims in the event that it is shown they violated industrial or intellectual property rights in relation to computer software or data or other proprietary forms of information.

3. FIMS Inc warrants that they have not accepted and will not accept any fees, gratuities, rebates, gifts, commissions or other payments from any party in regard to the present assignment, other than those detailed in the present contract. FIMS Inc further warrants that they will observe the laws of the country against fraud and corruption, including bribery.
4. All software coding and encoding, the Intellectual Property rights pursuant to any Products & Services supplied by FIMS Inc to NaFAA under this Agreement, and the intellectual Property rights to any and all Products & Services created during the term of this Agreement by FIMS Inc and supplied to NaFAA remain wholly under the control and ownership of FIMS Inc.

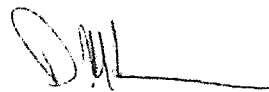
I. JURISDICTION

1. This Contract shall be entirely governed by the laws of the Republic of Liberia. No action, claim or legal proceeding shall be brought in respect of this Contract or rights arising hereunder except in a court of the appropriate jurisdiction.

J. REVIEW

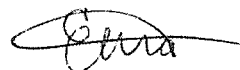
This contract will be reviewed every twelve months from the commencement date, or at a mutually agreed time. The review will cover services provided, service levels, procedures and remuneration and payment.

SIGNED BY THE CONSULTANT



**David Wilkinson
Executive Manager
FIMS Inc**

SIGNED FOR AND ON BEHALF OF



**Emma Metieh Glassco
Director General
National Fisheries and Aquaculture Authority**

SCHEDULE A: TERMS OF REFERENCE FOR THE CONSULTANT

TERMS OF REFERENCE FOR ENGAGEMENT OF A SOFTWARE DEVELOPER

General

FIMS Inc will work under the direction of the NaFAA's FMC in a consultative role to undertake the scope of work.

Scope of Work

NaFAA (FMC) has use the Fisheries Information and Management System (FIMS) ATS to support managing fisheries stocks for sustainability and economic growth for the FMC since 2012.

Continuing on this use of FIMS and improvements to NaFAA's FMC systems, additional modules in FIMS will be opened to include other tools and will further enhance the ability of NaFAA to manage fisheries stocks.

Specific tasks will include but not be limited to;

- Provide ongoing support for FIMS.
- Training and transfer of knowledge to be provided during the course of the contract.

PROGRAM WORK

The Program of Work will be a separate document to this SLA that will:

- Capture each project required to be delivered by FIMS Inc to NaFAA
- Note individual tasks to complete a set project with expected delivery times
- Where necessary, advise estimated and actual costs for a given project
- Provide measurable targets in accordance with Service Level Monitoring
- Detail work carried out against each task, including time spent and outcomes achieved

The Program of Work will be updated regularly and discussed during each review. NaFAA and FIMS Inc will discuss all proposed work, completed work, critical deliverables and expected outcomes to ensure the Program of Work is kept in accordance with NaFAA's requirements for its FMC.

The scope of work to be undertaken by FIMS Inc will encompass;

- Software planning,
- Software development
- Software deployment and testing,
- User acceptance and review of user suggested modifications,
- Technical and User Documentation,
- Training and Transfer of Knowledge
- User and Hardware Support, and
- Procedural Documentation

for each area of software development undertaken to support the Fisheries Management tools for NaFAA.

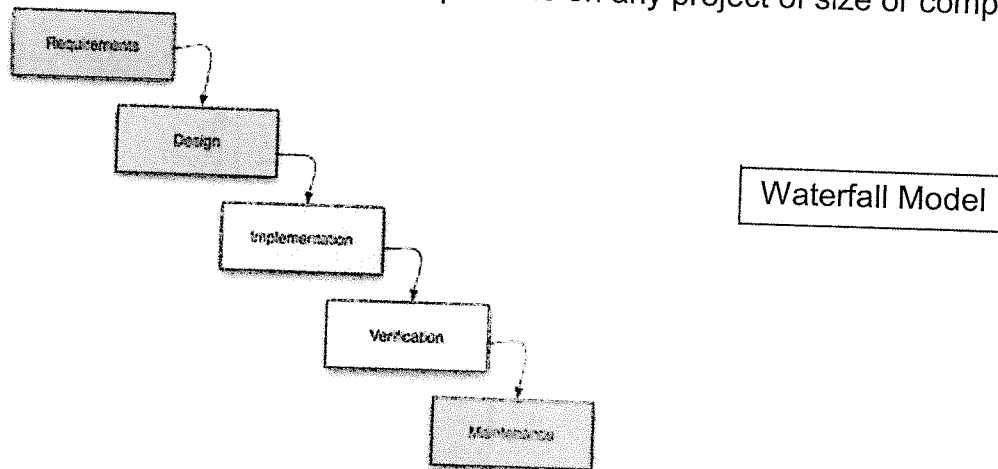
Duration

1st July 2021 to 31st December 2021.

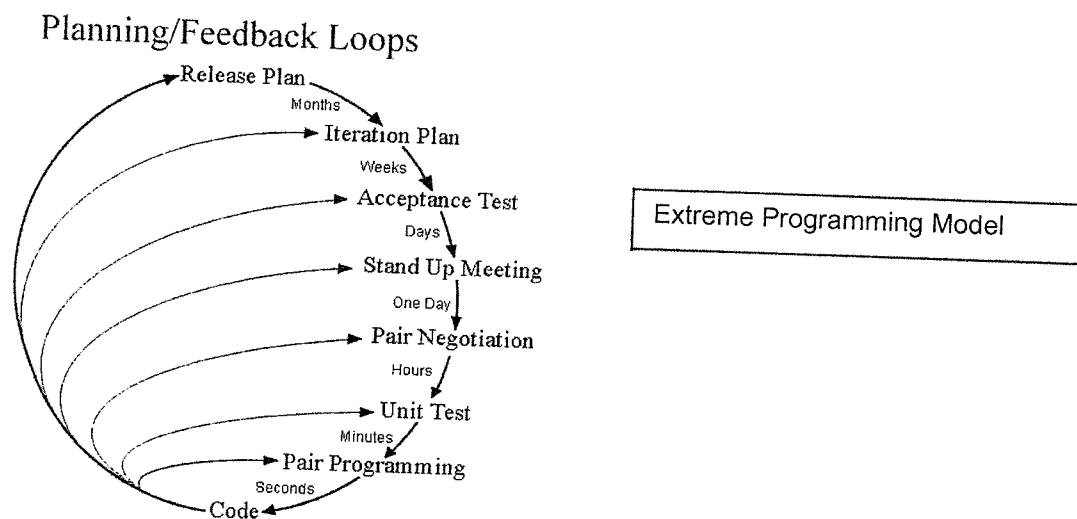
Software Development Methodology

To meet the needs of this project it will be necessary to use a combination of traditional "Waterfall Model of Development" and "Extreme Programming (XP)".

It is generally accepted that there are major inefficiencies in the Waterfall Model for development of software. This development model requires each and every step of the model to be fully completed before the project moves to the next phase. This takes significant time and money as the planning at each phase must attempt to cover off and document all possible needs of the users and all potential problems that may arise. In practice this is also almost impossible on any project of size or complexity.

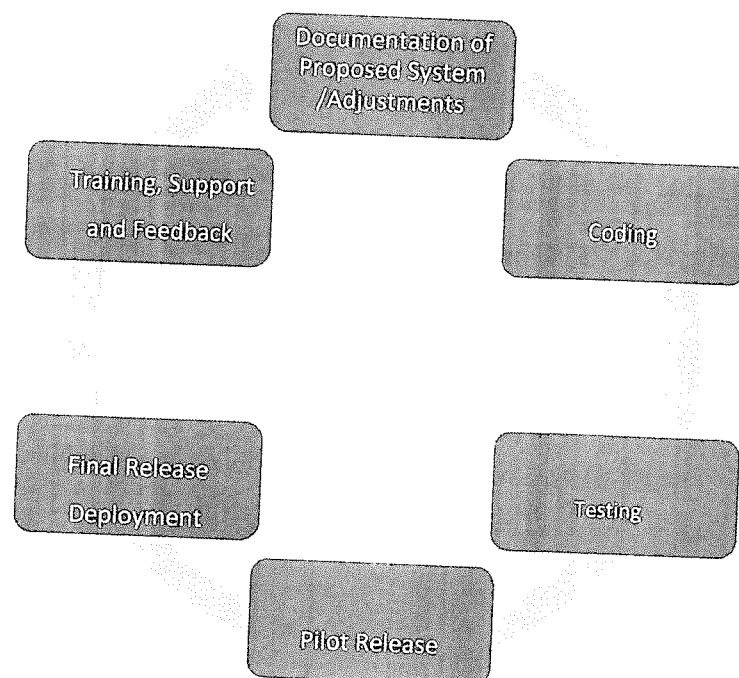


The Extreme Programming model improves on the traditional model by being an agile form of software development. The development methodology advocates frequent releases in short development cycles which improves productivity and introduces checkpoints where the users can give feedback which can be adopted into the next phase of development. It also focuses on avoiding programming of features until they are actually needed, keeps a flat management structure and encourages simplicity and clarity in code, expecting changes in the user's needs and requirements as time passes.



By combining these two models with the development of the software we see we can save time and money on the project and improve the speed of deployment and user acceptance.

This initial phase of documentation will provide a basis for the development of the system but will not need to be perfect before the developer can start writing code. Likewise the first release of the product is expected to be much faster as it will not be expected to be a fully polished release. It will be acceptable and even expected that there will be some small bugs in the system upon first release. This however, gives the users the fastest possible access to the system so that they can then provide valuable feedback to the developer on the use and functionality of the system. These changes and fixes can then be incorporated into the next release of the system.



Documentation of Proposed System /Adjustments

This initial phase is the documentation of which this document forms part. It includes the initial scope out, expected business rules, structure, relationships and function of the system. However once the first release of the system is made, and users have given their feedback, this phase will be revisited as a starting point for the next release, although in a substantially simpler and more efficient format. This additional documentation phase in future may be as simple as a document brief of the proposed amendment to the system with an estimated scope of time and costs to be signed off by the appropriate Executive Manager before commencement of Coding.

Coding

In this phase the developer will take the documentation prepared and interpret it, working closely with the users to minimise any misinterpretations. The developer will then write the code necessary to create the system as described in the documentation.

This may include creating or amending database tables, writing script to add functionality to the web interface or adding or amending scripts that function in the background producing results for the users.

Testing

In this phase the developer, with assistance, will then conduct extensive system testing to minimise the impact to the user upon using the new release. This will include speed testing, load testing, data error testing, and functional testing to ensure that the system is released with the least 'bugs' as possible given the time constraints.

Pilot Release

A pilot release will then be made to a user, or number of users, that are most comfortable with beta testing a pilot release. This gives full user functionality to the users of the pilot release whilst still allowing other users to continue with the system that they are already using. During this pilot phase users of the beta system will give feedback to the developer of any bugs found or lack of expected functionality so that this can be addressed before the final release to the general users.

Final Release Deployment

As the final release of the system is deployed to the users they will be advised of new features, changes to the system and additional fields that may be included in the release. The release will be carefully monitored as the users begin using the new system for any issues or problems that need to be addressed as priority. Users will be advised of any system issues as they arise and be notified as they are corrected.

Training, Support and Feedback

During the final phase users will be given training for any major release that requires the user to understand any new concepts. During the training the users will be advised of the support web site and encouraged to use it. They will also be given access to emergency support phone contacts.

Training will be in Brisbane or other locations as necessary at the time. Documentation of the training and copies of any presentations will be included in the support pack given to the users being trained.

During the training and implementation all users will be encouraged to give feedback for the development of the next release.

A support web site will be available for all users during all phases of development to give immediate feedback or log support requests as soon as a problem becomes evident. This site will allow for audit and traceability of support requests and the time taken to address them.

Duration

First day of July 2021 to Thirty First day of December 2021.

SCHEDULE B: REMUNERATION AND PAYMENT ARRANGEMENTS

Pertaining to the attached Contract

BETWEEN

National Fisheries and Aquaculture Authority of
Liberia

AND

FIMS Inc Limited

FEES

Payment of Development Fees to the consultant shall be made in US Dollars (USD) at a rate as appear on the table below.

SLA service	Estimate	USD rate	Per quarter
Support Services	6 hours per quarter (3 mths)	145/hour	(USD) 870

Payment of Data Centre Fees to the consultant shall be made in US Dollars at a rate as appear on the table below.

Product		Price USD
Provision of Data Centre services to deliver service to FMC. Including administration and operation support, network access, power and air conditioning, hardware space and fail over services.	Per Month	700
ATS - GIS Licensing	Per Month	700

Payment of Software Licence Fees to the consultant shall be made in US Dollars at a rate as appear on the table below.

Product	User Access Licences	Price USD
FIMS User Access Licences	First 20 Named Users (Per Annum)	4050
	Per Additional 10 Users (Per Annum)	800
FIMS Software Licence Assurance	Per Active Vessel MTU up to 1,000 Units (Per Month)	8.05
	Per Active Vessel MTU over 1,000 Units (Per Month)	6.70
	Per Active FAD MTU up to 1,000 Units (Per Month)	4.03
	Per Active FAD MTU over 1,000 Units (Per Month)	0.35
	Per Active Observer PCD up to 1,000 Units (Per Month)	8.05
	Per Active Observer PCD over 1,000 Units (Per Month)	6.70

Additional Resources is set aside for additional technical services that are required for FIMS Inc to deliver a component or service to NaFAA. This will include, but not be limited to the training costs of NaFAA Party National staff and transfer of knowledge to these staff. This amount is to be allocated within the budget but only invoiced as required during the course of the agreement period.

Any hours not used during a month will be rolled into the following month. If hours exceed the pre determined allocation during a quarterly period, an additional invoice will be raised using the 'Additional Charges' allocation to offset. This matter may be discussed during each quarterly review and agreed upon by both parties as required.

PAYMENT ARRANGEMENTS

Payment of fees shall be made on receipt of an invoice and summary report from the consultant.

BANK TRANSFERS

Payment to the Consultant is to be made by telegraphic transfer.

NaFAA will cover transfer/ banking charges made by the paying bank for each payment under the contract.

TAXES AND LEVIES

Any taxes and levies arising from payments made under this contract will be the responsibility of FIMS Inc.

SCHEDULE C: SUPPORT SERVICE LEVEL AGREEMENT

1.1 Functional Overview

To provide a service for the registration, referral and resolution of the FIMS software related faults and queries encountered by end users throughout NaFAA. This includes the following specific responsibilities:

1. Provision of a Help Desk or similar facility
2. Timely referral of faults to FIMS Inc as per requirements with use of Help Desk.
3. Fault resolution monitoring, and production and distribution of Service Level Monitoring reports as and when required

1.2 Hours of Operation and Access

The FIMS Inc Help/Support Service will operate daily from 7 a.m. to 7 p.m. except on public holidays where alternative arrangements will be made and publicised.

Access will be provided by a Web Based Interface. All FIMS users will be given access to the Web Based Help Desk facility and should provide as much information as possible when submitting a Help Desk Request.

Additionally, NaFAA may, in the event of a Business Critical/Loss of Service situation, allow for an authorised representative to contact FIMS Inc by telephone for immediate escalation at anytime outside of normal Help Desk hours. A charge of SDR300.00 per call out may apply to this service.

1.3 Response Times

Table 1.3 shows the priority assigned to faults according to the perceived importance of the reported situation. The priority assignment is to refer to the initial response to the client as per Section 1.4 of this schedule.

Table 2.3 - Response Priority

Support Level	Business Critical	Business Critical	Non-Business Critical	Non-Business Critical	Request For Service
	Fatal	Impaired	Fatal	Impaired	
High	A	B	B	C	R
Medium	A	B	C	C	R
Low	B or C	C or D	C or D	D	R
Ph After Hours	S	S	N/A	N/A	N/A

Fatal	-	Total system inoperability.
Impaired	-	Partial system inoperability.
Business Critical	-	Unable to perform core business functions.
Non-Business Critical	-	Able to perform limited core business functions.

1.4 Priority Level Response Times

Table 1.4 shows the required initial response times for the individual priority ratings. All times indicated represent response time during specified working hours of 9 am to 5 pm Monday to Friday, unless otherwise indicated in this document, or otherwise agreed upon by FIMS Inc and NaFAA.

The indicated response time represents the maximum delay between a fault/request being reported to FIMS Inc and a FIMS Inc representative contacting NaFAA's FMC by use of the Help Desk facilities.

The NaFAA's FMC representative must notify FIMS Inc immediately upon escalation of faults/request initially referred to FIMS Inc by NaFAA. If so requested by NaFAA's FMC, FIMS Inc will facilitate the actual escalation of the fault/request by contacting the support group to which the fault/request has been escalated on behalf of NaFAA.

Escalated faults/requests will require response to NaFAA by FIMS Inc in the same manner as for referred faults.

Table 1.4 - Priority Level Response Times

Priority Level	Acknowledgment of Fault	Response Time
A	30 mins	2 Hours
B	30 mins	8 Hours
C	30 mins	24 Hours
D	30 mins	48 Hours
R	30 mins	72 Hours
S	30 mins	4 Hours

In the event of Business Critical/Loss of Service an authorised representative of NaFAA may contact FIMS Inc by telephone for escalation of faults/request outside of normal Help Desk hours. A charge of USD300.00 per call out may apply to this service.