



**EXCHANGE OF LETTERS
CONSTITUTING AN AGREEMENT BETWEEN
THE GOVERNMENT OF NEW ZEALAND AND
THE GOVERNMENT OF THE SOLOMON ISLANDS**

**CONCERNING THE STATUS OF
NEW ZEALAND POLICE PERSONNEL IN THE SOLOMON ISLANDS**

24 October 2002

Dear Prime Minister

I have the honour to refer to discussions that have taken place between representatives of our two Governments regarding the presence of elements of the New Zealand Police and associated personnel in the Solomon Islands to provide support to the Royal Solomon Islands Police.

Pursuant to the consent of the Government of the Solomon Islands to the stationing of New Zealand Police personnel in the territory of the Solomon Islands, I have the honour to propose that an Agreement concerning the status of the New Zealand Police and associated personnel in the Solomon Islands for this purpose be concluded on the following terms:

Definition

- 1 "New Zealand Contingent" means any body, contingent or detachment of the New Zealand Police, which is visiting the Solomon Islands for the purpose of taking part in the Project provided for by this Agreement and includes any civilian employee of the New Zealand Government sent to the Solomon Islands in connection with this Agreement, but does not include any national of, or person normally resident in, the Solomon Islands.
- 2 "Personnel" means any person or persons employed by the Government of the Solomon Islands or the Government of New Zealand.

Project

- 3 The purpose of the Project is to facilitate restoration of law and order, and encourage economic recovery in the Solomon Islands, through

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strengthening of operational policing activities, and strengthening of public and Police confidence in the law and order sector.

Status

- 4 Police members of the New Zealand Contingent will remain for all purposes under the command of the Commissioner of the New Zealand Police and accordingly will not be subject to any regulations concerning the administration or discipline of the Solomon Islands Police nor to the jurisdiction of any Solomon Islands disciplinary authority, court or tribunal. Any other civilian employee of the New Zealand Government sent to the Solomon Islands in connection with the Project shall remain under the control of their Chief Executive.
- 5 Members of the New Zealand Contingent are not subject to the orders and instructions of members of the Solomon Islands Police, nor can members of the New Zealand Contingent give lawful commands to members of the Solomon Islands Police.
- 6 Members of the New Zealand Contingent that are members of the New Zealand Police will not exercise any powers or authorities that members of the Solomon Islands Police can exercise.

Jurisdiction

- 7 Members of the New Zealand Contingent shall take all appropriate measures to ensure that the laws, regulations, customs and traditions of the Solomon Islands are observed and respected.
- 8 All personnel who are deployed to Solomon Islands as members of the New Zealand Contingent shall be accorded immunity from the criminal and civil jurisdiction of the Solomon Islands Authorities, except in any case where the New Zealand Authorities expressly consent otherwise.
- 9 Where the New Zealand Government expressly waives the criminal and/or civil immunity of any member of the New Zealand Contingent, as provided in clause 8, the Authorities of both Governments shall assist each other in carrying out all necessary investigations into any offences alleged to have been committed by that member. Such investigation will include the collection and production of evidence relating to any alleged offence(s) committed by the member.

- 10 Personnel of companies and Solomon Islands nationals/citizens joining the New Zealand Contingent are subjected to Solomon Islands judicial authority regarding civil and criminal matters.

Claims

- 11 The Government of the Solomon Islands waives any claim it has or may have against the Government of New Zealand or New Zealand Authorities or any member of the New Zealand Contingent for injury (including injury resulting in death) suffered by its personnel or for damage to or loss of property owned by it if such injury, death, damage or loss was caused by acts or omissions of any member of the New Zealand Contingent. The Government of New Zealand waives any claim it has or may have against the Government of the Solomon Islands or the Solomon Islands Authorities for injury (including injury resulting in death) suffered by its personnel or for damage to or loss of property owned by it if such injury, death, damage or loss was caused by acts or omissions of the Solomon Island authorities.

- 12 The New Zealand Government shall have immunity from any claims brought by (or on behalf of) any third party in the Solomon Islands, in respect of any act or omission of a member of the New Zealand Contingent, which results in:

- (i) personal injury to, or death of a third party; or
- (ii) damage to, or loss of, property of any third party

except in any case where the New Zealand Government expressly consents otherwise.

- 13 The Solomon Islands Government shall have immunity from any claims brought by (or on behalf of) a member of the New Zealand Contingent in respect of any act or omission of a third party in the Solomon Islands which results in:

- (i) personal injury to, or death of, any member of the New Zealand Contingent; or
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except in any case where the Solomon Islands Government expressly consents otherwise.

- 14 Where the requisite consent (by either Government) exists in accordance with clauses 12 and 13 above, that a third party claim may be brought, both governments shall enter into negotiations to determine:
- (i) what constitutes reasonable apportionment of the liability in respect of the claim and what constitutes reasonable compensation in full and final settlement of the claim (and make the necessary arrangements to complete settlement); or
 - (ii) what process shall be adopted, should it be decided that the matter should progress to adjudication.

Entry and Departure

- 15 Solomon Island Authorities shall facilitate the entry and departure of the New Zealand Contingent into Honiara and shall provide customs and immigration facilities as required to meet incoming aircraft. Passports shall be required by members of the New Zealand Contingent for entry into the Solomon Islands. The Government of the Solomon Islands shall grant all members of the New Zealand Contingent exemption from departure tax.
- 16 The New Zealand Contingent may import into the Solomon Islands without licence or other restriction or registration and free of customs, duties and taxes, equipment (including vehicles) and other supplies required by them for the purpose of their operations, together with the personal effects of and items for the personal consumption or use by members of the New Zealand Contingent. Any property of any kind imported duty-free which is sold in the Solomon Islands to persons other than those entitled to duty-free import privileges shall be subject to customs and other duties on its value at the time of sale. Material imported free of duty under this clause may be re-exported freely.

Transport/Financial Arrangements

- 17 The New Zealand Contingent may use airfield facilities without payment of dues, tolls or other charges. The New Zealand Contingent may also operate vehicles with a valid New Zealand driving licence.
- 18 The New Zealand Government will be responsible for the salary, allowances, housing, removal expenses, costs of transport between New Zealand and the Solomon Islands and medical and dental expenses of members of the New Zealand Contingent.
- 19 Members of the New Zealand Contingent will remain subject to the foreign exchange regulations of New Zealand and as regards acts done in

the Solomon Islands will be subject to Solomon Island exchange control regulations.

- 20 Remittances between New Zealand and the Solomon Islands will be freely remitted for:
- (i) funds derived from the New Zealand Police by members of the New Zealand Contingent in connection with their official duties;
 - (ii) funds derived by members of the New Zealand Contingent from sources outside the Solomon Islands subject to any New Zealand laws, regulations or policies in that respect;
 - (iii) funds derived from the proceeds of sale of personal effects or other property used by members of the New Zealand Contingent while serving in the Solomon Islands which are disposed of in connection with his/her departure from the Solomon Islands.
- 21 Members of the New Zealand Contingent will be exempt from taxation by the authorities of the Solomon Island Government on their pay and other emoluments and also from any other direct taxation (including death duties).

Accommodation/Facilities

- 22 The New Zealand Government will cover the personal accommodation and transport costs for members of the New Zealand Contingent in addition to any costs associated with setting up an office for the Project, including communication and other associated costs.
- 23 The Government of the Solomon Islands shall make available for members of the New Zealand Contingent, free of charge, the use of office space (including facilities) and administrative support, within Solomon Islands Police stations (or bases) where members of the New Zealand Contingent may from time to time be working. Where members of the New Zealand Contingent are required to use Solomon Islands Police vehicles in carrying out their duties, the use of these vehicles shall also be provided free of charge.

Dress

- 24 Members of the New Zealand Contingent may wear New Zealand Police uniform when on official duty in the Solomon Islands.

Miscellaneous

- 25 Any matter not covered by this Agreement shall be the subject of mutually acceptable arrangements made from time to time between the parties.
- 26 The New Zealand Commissioner of Police has responsibilities under the Health and Safety in Employment Act 1992 (NZ). The Solomon Islands Government will provide all practicable assistance to members of the New Zealand Contingent in relation to health and safety issues that may arise.

Term

- 27 This Agreement shall remain in force until the withdrawal of the last member of the New Zealand Contingent from the Solomon Islands. Notwithstanding the termination of this Agreement, clauses 7, 8, 9, 10, 11, 12, and 13 shall continue to apply to any claim arising from the operation of this Agreement.

I have the honour to propose that, if the above terms are acceptable to the Government of the Solomon Islands, this letter and your reply shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply.


Heather Riddell
New Zealand High Commissioner
Honiara

ANNEX

SIPP GOAL

To facilitate restoration of law and order, and encourage economic recovery in the Solomon Islands, through strengthening of operational policing activities, and strengthening of public and police confidence in the law and order sector.

SIPP OBJECTIVES

- 1 **Project Management:** To effectively and transparently develop and manage, in line with NZODA Guiding Principles, and in partnership with stakeholders, a programme of activities which ensures effective achievement of SIPP objectives and outputs
- 2 **Criminal Investigations:** To improve the capacity of the RSIP Criminal Investigations Division, with a Honiara focus
- 3 **Frontline Uniform Branch:** To develop the competencies of RSIP frontline Uniform Branch in management and general duties, and support the visible and proactive application of those competencies, to assist with restoration of confidence between police and public, with a Honiara focus
- 4 **Community Policing:** To support implementation of the RSIP whole-of-organisation Community and Police Relations Strategy at an operational level, with a Honiara focus
- 5 **Donor Relationships:** To promote effective harmonisation and coordination of SIPP activities at an operational level, with RSIP, SILAJSISP, AFP and other donor activities.



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- 5 **Donor Relationships:** To promote effective harmonisation and coordination of SIPP activities at an operational level, with RSIP, SILAJSISP, AFP and other donor activities.”

I have the honour to confirm that the arrangements set out in your letter are acceptable to my Government, and that your letter, together with this reply, will form an exchange of letters constituting an Agreement between our two Governments concerning the status of New Zealand Police personnel in the Solomon Islands.

Accept, Excellency, the assurances of my highest consideration.



Rt Hon Sir Allan Kemakeza
Prime Minister