

OFFICE OF THE  
MINISTER FOR HOME AFFAIRS & IMMIGRATION

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H.E. Mr Michael Frederick Green  
The High Commissioner  
New Zealand High Commission  
Reserve Bank Building  
Pratt Street  
P O Box 1378  
SUVA

Dear Sir,

I refer to the letter of your Deputy High Commissioner, Joanna Kempkers, of 12 July which reads as follows:

Hon Josefa Vosanibola  
Minister for Home Affairs  
Government Buildings  
SUVA

Dear Sir

**EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT BETWEEN THE  
GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF THE  
REPUBLIC OF THE FIJI ISLANDS FOR THE VISIT BY A NEW ZEALAND  
DEFENCE FORCE CONTINGENT TO FIJI FOR EXERCISES TROPIC ASTRA  
AND TUNEX ASTRA**

I have the honour to refer to the talks held between officials from the Republic of the Fiji Islands (hereafter, Fiji) and New Zealand concerning the visit of a New Zealand Defence Force (hereafter, NZDF) contingent to Fiji for the purpose of conducting Exercises TROPIC ASTRA and TUNEX ASTRA, to be held over the period 18 July to 14 August 2005. The aim of Exercise TROPIC ASTRA is to provide continuation training for NZDF personnel in deployed helicopter operations under field conditions in a tropical environment. The aim of Exercise TUNEX ASTRA is to provide continuation training for NZDF telecommunications personnel in high frequency radio communications also within a tropical

environment. Exercise TUNEX ASTRA shall be run as an element of Exercise TROPIC ASTRA.

This Agreement records the agreement reached between the Government of New Zealand and the Government of Fiji together constituting Parties to this Agreement (the Parties) relating to this deployment.

### **Scope of the Exercises**

1. The exercises shall take place from 18 July to 14 August 2005 and shall involve a contingent of up to 130 NZDF personnel. For the purpose of the exercise, personnel in this contingent who are not New Zealand citizens are subject to the same benefits and commitments as New Zealand citizen personnel.

### **Respect for Local Law**

2. The NZDF authorities shall take appropriate measures to ensure that NZDF personnel respect the laws of Fiji and abstain from any activity inconsistent with this Agreement.

### **Uniforms, Equipment and Supplies**

3. NZDF personnel shall be permitted to wear military uniform and carry such equipment in Fiji as may be required to perform their duties in relation to this Agreement.
4. The Government of New Zealand shall supply all Combat Ration Packs for the New Zealand contingent. All Combat Ration Packs shall comply with the agricultural requirements of the Fiji Authorities.

### **Command and Administration**

5. NZDF personnel participating in activities under this Agreement shall remain under the exclusive command and administrative control of the NZDF at all times.
6. The senior NZDF member, designated as the New Zealand Senior National Officer (hereafter, NZSNO), shall exercise command over NZDF personnel participating under this Agreement.

### **Support**

7. The Government of Fiji shall make available the following support to the NZDF contingent:

- a) Up to twelve Republic of Fiji Military Forces (hereafter, RFMF) personnel as liaison staff for the NZDF contingent;
  - b) Up to four RFMF technical instructors;
  - c) An RFMF inshore patrol craft; and
  - d) A suitable area at the airport to carry out decontamination of Material prior to return to New Zealand; and
8. Fiji shall take such steps as may be necessary to ensure the security of NZDF personnel, vehicles, aircraft, equipment and Material that are present in Fiji under this Agreement.
9. The Government of Fiji, including the communications authorities, shall not levy any charges against the Government of New Zealand for the use of Fijian transport, communications, accommodation, airport facilities, military or civil facilities, or land, in connection with the conduct of exercise activities.

### **Criminal and Disciplinary Jurisdiction**

10. The commitments between the Parties with respect to criminal and disciplinary jurisdiction over the NZDF personnel shall be as follows:
- a) The New Zealand Service authorities shall exercise, within Fiji, all criminal and disciplinary jurisdiction conferred on them by the law of New Zealand over NZDF personnel with respect to offences relating to military discipline and those offences punishable by the law of New Zealand but not by the law of Fiji.
  - b) The Fiji authorities shall exercise criminal jurisdiction over NZDF personnel with respect to offences committed within the territory of Fiji and punishable by the law of Fiji, including offences punishable by the law of Fiji but not by the law of New Zealand.
  - c) In cases, where the right to exercise criminal jurisdiction is concurrent, the following rules shall apply:
    - 1) The New Zealand Service authorities shall have the primary right to exercise jurisdiction over members of the NZDF in relation to:
      - (a) Offences against the security of New Zealand, including acts of treason, sabotage, espionage or violation of any

law relating to the protection of official information of New Zealand.

- (b) Offences solely against the property of New Zealand;
  - (c) Offences solely against the person or property of other NZDF personnel;
  - (d) Offences arising out of any act or omission done in the performance of an official duty.
- 2) In the case of any other offences committed within the territory of Fiji, the Fiji authorities shall have the primary right to exercise jurisdiction.
  - 3) If the authorities of the Party having the primary right to exercise jurisdiction decide not to do so, they shall notify the authorities of the other party as soon as practicable.
  - 4) The authorities, having the primary right of jurisdiction, shall give sympathetic consideration to a request from the authorities of the other Party for a waiver of their right where those other authorities consider such a waiver to be of particular importance.
  - 5) Where the Fiji authorities have primary right of jurisdiction they shall give sympathetic consideration to a request for waiver of that right where suitable punishment can be imposed under the service law of New Zealand.

### **Claims and Liability**

11. The Parties shall each waive any claim against the other for:

- a) Damage to, or loss of, property owned or used by its armed forces arising out of an act or omission of any member of or other person in the service of the armed forces of the other Parties and which is done in the performance of official duty.
- b) Damages for personal injury or death suffered by:
  - 1. A member or other person in the service of the Fiji Government; or
  - 2. NZDF personnel while on official duty in Fiji.

12. Any claim which is made by, or on behalf of, a third party in Fiji arising out of an act or omission of one of the NZDF personnel done in good faith in the performance of official duty, which results in:

- a) Personal injury to or death of a third party; or
- b) Damage to or loss of property or any third party in Fiji;

shall be received, settled and paid for by Fiji as if the act or omission in question had been that of a member of the Fiji Government.

### **Entry, Exit and Customs**

13. The Authorities of Fiji shall facilitate the entry of NZDF personnel into, and their departure from, Fiji.

14. NZDF personnel deployed under this Agreement shall comply with all entry and exit requirements of Fiji. Any customs charges arising from vehicles, aircraft, Material or equipment brought into the country by NZDF personnel shall be waived.

15. Subject to compliance with the formalities established by the Authorities of Fiji relating to entry and departure, NZDF personnel deployed under this Agreement shall be exempt from any requirement to apply for a visa or entry permit on entering and departing Fiji.

16. The Authorities of Fiji shall permit NZDF personnel deployed under this Agreement to enter into or depart from Fiji on official duty, on the basis of:

- a) A personal identity card issued by the Service Authorities of the NZDF showing full name, date of birth, rank and service number, service and photograph; and
- b) An individual or collective travel document issued by the Service Authorities of the NZDF identifying the individual or group as a member or members of the NZDF and authorizing the travel.

17. Nothing in this Agreement shall confer upon any member of the NZDF any right to permanent residence or domicile in Fiji.

18. If the removal from Fiji of a member of the NZDF is requested by the authorities of Fiji or otherwise required by the law of Fiji, the NZDF Service Authorities shall:

- a) Promptly take reasonable steps to effect the departure of that person from the territory of Fiji; and
- b) Meet any reasonable costs incurred by the Authorities of Fiji in removing that person from the territory of Fiji.

19. Official documents under official seal comprising the official communications between the New Zealand authorities and the NZDF shall not be subject to customs inspection. The package shall be accompanied by a certificate, which states that only official documents are enclosed. Samples of the official seals shall be lodged with the authorities of Fiji.

20. Members of the NZDF may import free of Duty any goods for the exclusive and official use by the NZDF under this Agreement. Goods which have been imported free of Duty under this Article may be freely Exported.

### **Driving Licenses and Official Vehicles**

21. The authorities of Fiji shall accept as valid, without a driving test or fee, the driving permit or licence issued by the NZDF Service authorities for the purpose of driving vehicles by NZDF personnel in the course of their official duties.

22. Vehicles of the NZDF, excluding vehicles hired in Fiji, shall carry in addition to their registration number issued by the NZDF, a distinctive nationality mark but shall not be required to be registered by the authorities of Fiji.

### **Communications**

23. NZDF personnel deployed under this Agreement may in accordance with arrangements made with the authorities of Fiji, operate communications systems for official communications. The operation of such systems shall not be exercised in a manner likely to interfere with communication systems operated by public utilities in Fiji or licensed by the authorities of Fiji.

### **Access to Medical Facilities**

24. The Authorities of Fiji shall permit NZDF personnel deployed under this Agreement access to medical and surgical facilities as required.

### **Settlement of Disputes**

25. Any disputes concerning the interpretation or application of this Agreement shall be resolved amicably between the Parties and shall not

be referred to any national or international tribunal or any other third party for settlement.

### **Matters Not Covered by this Agreement**

26. Any matter not covered by this Agreement shall be the subject of mutually acceptable arrangements made from time to time between the Parties.

### **Amendment and Termination**

27. This Agreement may be reviewed and amended at any time with the mutual consent of the Parties.

28. This Agreement shall remain in force until the completion of the exercises and all NZDF personnel and equipment have departed from Fiji at which time it shall automatically be terminated, except for the provision as to claims, which shall continue in force until the last claim is settled. This Agreement may also be terminated by either Party seven days after written notification is given to the other Party to that effect, except for the provision as to claims, which will continue to have effect until the last claim is settled, by the written consent of both Parties.

### **Entry into Force and Duration**

29. This Agreement shall enter into force from the date of its acceptance by both the Government of New Zealand and the Government of Fiji in accordance with paragraph 29, and shall continue in force until terminated in accordance with paragraph 27.

30. If the foregoing is acceptable to the Government of Fiji, I have the honour to propose that this Letter, together with your reply to that effect, shall constitute an Agreement between our two Governments, which shall enter into force on the date of your reply.

Please accept, Sir, the assurances of my highest consideration.

(signed)

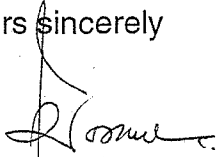
Joanna Kempkers

Deputy High Commissioner

I wish to confirm that the foregoing shall constitute an Agreement between our two Governments which shall enter into force from today's date.

Please accept, Your Excellency, the assurance of my highest consideration.

Yours sincerely

A handwritten signature in black ink, appearing to read 'J B Vosanibola', written over a vertical line.

[J B Vosanibola]

**MINISTER FOR HOME AFFAIR AND IMMIGRATION**