

**AGREEMENT BETWEEN**

**THE GOVERNMENT OF AUSTRALIA**

**AND**

**THE GOVERNMENT OF SOLOMON ISLANDS**

**CONCERNING THE BASIS FOR DEPLOYMENT OF  
POLICE, ARMED FORCES AND OTHER PERSONNEL  
TO SOLOMON ISLANDS**

**AGREEMENT BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE  
GOVERNMENT OF SOLOMON ISLANDS CONCERNING THE BASIS FOR  
DEPLOYMENT OF POLICE, ARMED FORCES AND OTHER PERSONNEL  
TO SOLOMON ISLANDS**

The Government of Australia (“Australia”) and the Government of Solomon Islands (“Solomon Islands”) (together, “the Parties”):

**COMMITTED** to maintaining and strengthening close and friendly relations between Australia and Solomon Islands, and to cooperating on issues of mutual interest;

**RECALLING** the Regional Assistance Mission to Solomon Islands (“RAMSI”), which was enabled by the *Agreement between Solomon Islands, Australia, New Zealand, Fiji, Papua New Guinea, Samoa and Tonga concerning the operations and status of the police and armed forces and other personnel deployed to Solomon Islands to assist in the restoration of law and order and security*, and which entered into force on 24 July 2003 (“the RAMSI Agreement”);

**RECOGNISING** the contribution of RAMSI to the restoration of stability and security in Solomon Islands, its assistance to the functions of government, and to the development and economic recovery of Solomon Islands;

**ACKNOWLEDGING** the support to RAMSI provided by churches, community leaders and the people of Solomon Islands and their contribution in bringing peace and stability to Solomon Islands;

**NOTING** the Parties’ desire to establish a future basis upon which Australia may provide assistance to Solomon Islands in case of a major security challenge, humanitarian disaster or similar circumstances following the completion of RAMSI and the expiry of the RAMSI Agreement;

**ACKNOWLEDGING** their respective obligations and commitments under international law;

**HAVE AGREED** as follows:

**Article 1  
Definitions**

The following definitions apply to this Agreement:

- (i) “Area of Operations” means the territory of Solomon Islands, all areas where it exercises maritime jurisdiction, and the superjacent airspace;
- (ii) “Assets” means vessels, aircraft, vehicles, armoured vehicles, supplies (including medical and pharmaceutical supplies (including blood products)), stores and prescription drugs, working dogs, equipment (including medical equipment), communications, ammunition, weapons, and any other provisions or supplies required by a Visiting Contingent for the purposes of its deployment;

- (iii) “Assisting Defence Force” means the defence force and associated civilian personnel of Australia and any Third States;
- (iv) “Assisting Police Force” means the police force and associated civilian personnel of Australia and any Third States;
- (v) “Deployment” means a deployment of a Visiting Contingent under Article 2 of this Agreement;
- (vi) “NDC” means the National Disaster Council of Solomon Islands;  
“Other Personnel” means personnel of Australia and any Third States who are notified by Australia to Solomon Islands in writing, but are not members of an Assisting Police Force or Assisting Defence Force;
- (vii) “Solomon Islands Laws” means any laws, regulations or orders of Solomon Islands, including any customary laws;
- (viii) “Third State” means the government of a State in relation to which the requirements under Article 20 of this Agreement have been fulfilled; and
- (ix) “Visiting Contingent” means a contingent of personnel comprised of an Assisting Police Force, Assisting Defence Force and/or Other Personnel.

## **Article 2**

### **Scope**

- (1) At the written request of Solomon Islands, and subject to Australia’s acceptance of that request based on its assessment of the circumstances, Australia shall deploy a Visiting Contingent and Assets to the Area of Operations to:
  - (a) assist in the provision of safety and security of persons and property;
  - (b) provide humanitarian assistance and disaster response in coordination with the NDC; and/or
  - (c) provide such other assistance as may be mutually determined.
- (2) The Parties shall consult on the nature and duration of each deployment, taking into account its particular purpose.
- (3) Solomon Islands shall facilitate any deployment to achieve its purposes and shall provide a Visiting Contingent with any information relevant to the safety and security of a Visiting Contingent and its Assets.

## **Article 3**

### **Visiting Contingent**

- (1) Australia shall nominate a head of a Visiting Contingent and notify Solomon Islands of the appointment in writing through diplomatic channels.
- (2) The head of a Visiting Contingent shall have overall responsibility for management of the Visiting Contingent, and for liaising with Solomon Islands.
- (3) The head of a Visiting Contingent shall work co-operatively with Solomon Islands to achieve the purposes of the relevant Deployment.

- (4) A Visiting Contingent shall have sole responsibility for its internal direction, and the command, control, discipline and administration of its members, while respecting Solomon Islands Laws.
- (5) Australia shall notify Solomon Islands of the personnel deployed to the Area of Operations as part of a Visiting Contingent under this Agreement.

#### **Article 4**

##### **Assisting Police Force**

- (1) Where an Assisting Police Force is deployed as part of a Visiting Contingent, the most senior Australian police officer notified to Solomon Islands shall serve as its commander, with responsibility for control of that Force.
- (2) Members of an Assisting Police Force shall remain under national command, except as otherwise determined in arrangements concluded under Article 20(3) of this Agreement.
- (3) The head of an Assisting Police Force shall be appointed a Deputy Commissioner of Royal Solomon Islands Police Force and other members of the Assisting Police Force may be appointed to Royal Solomon Islands Police Force.
- (4) Members of an Assisting Police Force appointed to Royal Solomon Islands Police Force shall not be required to make an oath or affirmation of allegiance.
- (5) A member of an Assisting Police Force shall be subject only to the orders of, and instructions from:
  - (a) the head of the Assisting Police Force; and
  - (b) the Commissioner of Royal Solomon Islands Police Force, in consultation with the head of the Assisting Police Force, where the member has been appointed to Royal Solomon Islands Police Force.
- (6) Subject to paragraph 5(b) of this Article, members of the Assisting Police Force shall not be subject to the orders of, or instructions from, any member of Royal Solomon Islands Police Force.
- (7) A member of an Assisting Police Force shall not be subject to any regulations concerning the administration or discipline of Royal Solomon Islands Police Force, or to the jurisdiction of any Solomon Islands disciplinary authority, court or tribunal.
- (8) A member of an Assisting Police Force shall be permitted to exercise the powers, authorities and privileges afforded to members of Royal Solomon Islands Police Force, irrespective of whether the member has been appointed pursuant to paragraph 3 of this Article.
- (9) In addition to the powers and authorities referred to in paragraph 8 of this Article, an Assisting Police Force may take such action and use such force as is reasonably necessary to achieve the purposes of a Deployment.

**Article 5**  
**Assisting Defence Force**

- (1) Where an Assisting Defence Force is deployed as part of a Visiting Contingent, an Australian Defence Force member notified to Solomon Islands shall serve as its commander, with responsibility for the control of that Force.
- (2) Members of an Assisting Defence Force shall remain under national command, except as otherwise determined in arrangements concluded under Article 20(3) of this Agreement.
- (3) Members of an Assisting Defence Force shall exercise the powers, authorities and privileges afforded to members of Royal Solomon Islands Police Force, where reasonably necessary to achieve the purposes of a Deployment.
- (4) In addition to the powers and authorities referred to in paragraph 3 of this Article, an Assisting Defence Force may take such action and use such force as is reasonably necessary to achieve the purposes of a Deployment.

**Article 6**  
**Jurisdiction**

- (1) A Visiting Contingent shall take all appropriate measures to ensure that Solomon Islands Laws are observed and respected.
- (2) Members of a Visiting Contingent shall be immune from arrest, detention and all legal proceedings in Solomon Islands courts and tribunals in relation to actions that are taken in the course of, or are incidental to, official duties. Members of the Visiting Contingent shall not be compelled to appear or give evidence in legal proceedings of any kind in Solomon Islands courts and tribunals.
- (3) “Legal proceedings” for the purpose of paragraph 2 of this Article include criminal, civil, disciplinary and administrative proceedings, and proceedings seeking to enforce customary law.
- (4) Solomon Islands shall not exercise criminal and disciplinary jurisdiction over a member of a Visiting Contingent arising out of an action taking place in the Area of Operations if such jurisdiction is asserted over that member by Australia or a Third State, as applicable.
- (5) If Solomon Islands has exercised criminal and disciplinary jurisdiction over a member of a Visiting Contingent arising out of an action taking place in the Area of Operations, that jurisdiction shall be relinquished to Australia or a Third State if it asserts jurisdiction over that member in respect of that action.
- (6) Australia or a Third State may waive the immunity granted by paragraph 2 of this Article to its members of a Visiting Contingent.
- (7) Where Australia or a Third State waives the criminal or civil immunity of a member of a Visiting Contingent that is provided in paragraph 2 of this Article or asserts the jurisdiction referred to in paragraph 4 of this Article, the relevant State and Solomon Islands shall assist each other in carrying out all necessary investigations into any offences alleged to have been committed by that member.

Such investigations shall include the collection and production of evidence in relation to any alleged offence or offences committed by the member.

(8) Notwithstanding paragraph 2 of this Article, when requested by the head of a Visiting Contingent, Solomon Islands authorities may take into custody any member of a Visiting Contingent, without subjecting them to arrest, in order to immediately deliver them, together with any items seized, to the nearest appropriate authorities of the Visiting Contingent.

(9) On receipt of a request from Australia or a Third State made in respect of Visiting Contingent members provided by that State, Solomon Islands shall provide assistance in relation to any criminal or internal disciplinary proceedings against a member of a Visiting Contingent.

### **Article 7** **Entry and Exit**

(1) Solomon Islands authorities shall facilitate the entry into, and departure from, the Area of Operations of a Visiting Contingent.

(2) Members of a Visiting Contingent shall be exempt from any Solomon Islands Laws governing visas, immigration inspection and restrictions-on entering into, or departing from, the Area of Operations.

(3) Members of an Assisting Defence Force may enter into, and exit from, the Area of Operations on presentation of military identification issued by the Assisting Defence Force.

(4) Solomon Islands shall grant all members of a Visiting Contingent exemption from any departure tax.

(5) Members of a Visiting Contingent shall be exempt from any Solomon Islands Laws governing the residence of aliens in the Area of Operations, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in the Area of Operations.

### **Article 8** **Import and Export**

(1) A Visiting Contingent may import into, and export from, the Area of Operations without licence, other restriction or registration and free of customs, duties and taxes, and inspection, any Assets, together with personal effects of, and items for the personal consumption or use by, members of a Visiting Contingent.

(2) Any personal property imported duty-free which is sold in the Area of Operations by members of a Visiting Contingent 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.

**Article 9**  
**Movement and Use of Assets**

- (1) Members of a Visiting Contingent and all Assets shall enjoy freedom of movement throughout the Area of Operations.
- (2) A Visiting Contingent shall have the unimpeded right to the use of roads, bridges, canals and other waters, port and airfield facilities and airspace without payment of dues, tolls or other charges or fees throughout the Area of Operations.
- (3) Members of a Visiting Contingent may possess, store and operate Assets without a permit or licence or restriction and free of duties, taxes and charges.
- (4) A Visiting Contingent shall not be required to register or obtain licences for the use of Assets under applicable Solomon Islands Laws.
- (5) Where members of a Visiting Contingent are required to use vehicles, vessels, aircraft, or other equipment of Solomon Islands, in carrying out their duties, the use of those vehicles, vessels, aircraft and equipment shall be provided free of charge, unless otherwise mutually determined between the Parties.

**Article 10**  
**Facilities, Utilities and Local Goods**

- (1) A Visiting Contingent may establish areas for its premises, including headquarters, camps and training areas as may be necessary for their accommodation and the fulfilment of the purposes of a Deployment.
- (2) Except where a Visiting Contingent constructs its own premises, such premises shall be provided free of charge by the Solomon Islands.
- (3) Following consultation with Solomon Islands, a Visiting Contingent may add or alter premises provided by Solomon Islands for its use, if necessary to ensure personal security and security of Assets, and shall return such premises to their original condition on their return, fair wear and tear excepted, unless otherwise mutually determined.
- (4) Without prejudice to the fact that all such premises remain Solomon Islands territory, they shall be inviolable and subject to the exclusive control and authority of a Visiting Contingent.
- (5) Members of a Visiting Contingent who are engineering, communications and other professionals, trade and technical staff, shall not be subject to registration or licensing under Solomon Islands Laws.
- (6) Unless otherwise mutually determined, a Visiting Contingent shall have the right to the use of water, electricity and other public utilities free of charge, unless otherwise mutually determined by the Parties.
- (7) A Visiting Contingent may generate, transmit and distribute electricity for its own use free of charge without being subject to regulation or licensing requirements.
- (8) A Visiting Contingent may purchase locally produced goods and commodities that it requires in fulfilment of the purposes of a Deployment free of duties, taxes and charges.

**Article 11**  
**Communications**

- (1) A Visiting Contingent shall have the authority to install and operate radio and satellite sending and receiving stations in the Area of Operations.
- (2) A Visiting Contingent shall enjoy the right of unrestricted communications by radio, television, telephone, mail or any other means and of establishing the necessary facilities for maintaining such communications within and between premises of a Visiting Contingent, including the laying of cables and land lines and the establishment of fixed and mobile radio and satellite sending and receiving stations.
- (3) A Visiting Contingent may process and transport mail addressed to or sent from the Visiting Contingent or members of the Visiting Contingent. With respect to mail sent from Solomon Islands, such mail shall be processed free of charge. Solomon Islands shall not interfere with the communications of a Visiting Contingent.

**Article 12**  
**Health and Safety**

- (1) Members of a Visiting Contingent who are medical, nursing or paramedic staff may treat members of a Visiting Contingent and other persons, including residents of the Area of Operations, as required without being subject to registration or licensing under Solomon Islands Laws.
- (2) Solomon Islands shall provide all practicable assistance to members of a Visiting Contingent in relation to health and safety issues that may arise.
- (3) A Visiting Contingent may take charge of, and repatriate, the body of a member of the Visiting Contingent who has died in the Area of Operations.

**Article 13**  
**Accidents**

- (1) A Visiting Contingent shall conduct any investigation into any accident or incident that exclusively involves its aircraft, vessels or vehicles.
- (2) A Visiting Contingent and Solomon Islands shall jointly conduct any investigation into any accident or incident involving the aircraft, vessels or vehicles of a Visiting Contingent and the aircraft, vessels or vehicles of Solomon Islands or a third party
- (3) A Visiting Contingent shall, in consultation with Solomon Islands, secure the incident site and take custody of all wreckage and remains in respect of all incidents involving aircraft or vehicles of the Visiting Contingent.

**Article 14**  
**Uniform and Carriage of Weapons**

- (1) Members of a Visiting Contingent may wear their respective national uniform when on official duty in the Area of Operations.



- (2) Members of an Assisting Police Force or Assisting Defence Force may possess, carry and use arms in accordance with their internal orders or rules in order to:
- (a) protect themselves, other members of a Visiting Contingent or other persons;
  - (b) protect public or private property, including property of the Visiting Contingent;  
or
  - (c) to achieve the purposes of a Deployment.

### **Article 15 Detention and Disarmament**

- (1) Members of an Assisting Defence Force and Assisting Police Force may detain and disarm any person or persons who are reasonably suspected of committing, or attempting to commit, offences in relation to persons or property, or otherwise for the purposes of a Deployment.
- (2) Persons detained shall as soon as is practicable, be released or delivered to the appropriate authorities for the purpose of dealing with such relevant offence.
- (3) Members of an Assisting Defence Force and Assisting Police Force may take into custody any person they detain or disarm or any person who is not authorised to be on the premises of a Visiting Contingent provided in Article 10 in order to deliver him or her to the appropriate authorities as soon as practicable.

### **Article 16 Seizure and Destruction of Weapons**

- (1) Members of an Assisting Defence Force and Assisting Police Force may seize any weapons and ammunition as reasonably necessary for the achievement of the purposes of a Deployment.
- (2) A Visiting Contingent may, with the written permission of the Commissioner of Royal Solomon Islands Police Force, destroy such seized weapons and ammunition.
- (3) A Visiting Contingent shall, as far as is practicable, record particulars of weapons and ammunition, seized or destroyed, including serial numbers (if applicable) and the dates and places of seizure or destruction, and the particulars of the persons from which they were seized.
- (4) The Visiting Contingent shall not be liable to pay any compensation claims or demands arising out of the seizure or destruction of weapons or ammunition.

### **Article 17 Costs, Remittances and Personal Taxation**

- (1) Except where otherwise provided in this Agreement, Australia and any Third States shall be responsible for the costs arising from a Deployment of a Visiting Contingent under this Agreement.
- (2) Remittances from the Area of Operations shall be freely allowed for:
- (a) funds derived by members of a Visiting Contingent;

- (b) funds derived by members of a Visiting Contingent from sources outside the Area of Operations, subject to any relevant laws, regulations or policies of Australia or a Third State;
  - (c) funds derived from the proceeds of sales of personal effects or other property used by members of a Visiting Contingent while serving in the Area of Operations, which are disposed of in connection with their departure from the Area of Operations.
- (3) Members of a Visiting Contingent shall be exempt from taxation by Solomon Islands on their pay and other emoluments and from any other direct taxes (including death duties), fees and charges.

### **Article 18 Withdrawal of Visiting Contingent**

- (1) Solomon Islands may at any time provide a written request for the withdrawal of a Visiting Contingent, or any part of it.
- (2) On receipt of such written notice, the Visiting Contingent, or its relevant part, shall withdraw within three months.
- (3) Following consultations between the Parties, Australia may at any time withdraw a Visiting Contingent, or any part of it, from the Area of Operations. Australia, Solomon Islands and any Third States shall consult to appropriately manage the circumstances of such a withdrawal.
- (4) A Third State may, by written notice to Australia and Solomon Islands, withdraw its contribution to a Visiting Contingent, or any part of it, from the Area of Operations. Australia, Solomon Islands and the Third State shall consult to appropriately manage the circumstances of such a withdrawal.

### **Article 19 Additional Matters**

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

### **Article 20 Third States**

- (1) Australia, with the consent of Solomon Islands, may invite third states to contribute to a Visiting Contingent for a Deployment.
- (2) If this invitation is accepted, Solomon Islands shall enter into an arrangement with the third state, providing for the rights and obligations to be assumed by that third state and Solomon Islands under this Agreement.
- (3) Australia shall make separate arrangements with third states which contribute personnel to a Visiting Contingent, including further details in relation to the internal direction, command, control, discipline and administration of the Visiting Contingent.

## **Article 21 Consultations**

Any matter arising under this Agreement with respect to its interpretation, application or implementation shall be settled by consultation or negotiation between Australia, Solomon Islands, and any relevant Third States, and shall not be referred to any national or international tribunal or court or any other third party for resolution.

## **Article 22 Claims**

- (1) Solomon Islands waives all claims against Australia and/or Third States (referred to in this Article as “Respondent States”) in respect of:
- (a) loss of, or damage (including loss of use) to, property owned, hired or chartered by Solomon Islands;
  - (b) maritime salvage of any vessel or cargo owned by Solomon Islands; and
  - (c) personal injury or death suffered by any person employed by, or in the service of, Solomon Islands;

arising out of any act or omission of a member of a Visiting Contingent done in the performance of official duties in the Area of Operations.

- (2) Unless otherwise mutually arranged, claims arising from the acts or omissions of a member of a Visiting Contingent done in the performance of official duties in the Area of Operations, and causing loss or damage to property of, or injury or death to, third parties, shall be dealt with as follows:

- (a) claims shall be filed, and settled or adjudicated, in accordance with Solomon Islands Laws;
- (b) Solomon Islands shall be responsible for handling the claim, in consultation with the Respondent States;
- (c) Solomon Islands and the Respondent States shall assist each other in the procurement of evidence concerning the claim;
- (d) the cost of satisfying the claim will be distributed between Solomon Islands and the Respondent States as follows:
  - (i) where the Respondent States are solely responsible for the loss, damage, injury or death, the costs will be solely attributed to the Respondent States; and
  - (ii) where both Solomon Islands and the Respondent States are responsible for the loss, damage, injury or death, the appropriate attribution of costs shall be mutually determined in writing between them.

- (3) Where Solomon Islands and the Respondent States mutually determine in writing in respect of a claim under this Article, that the loss, damage, injury or death giving rise to the claim resulted from reckless acts or omissions, wilful misconduct or gross negligence of one of them, that State or those States shall be solely responsible for the cost of satisfying the claim.

- (4) For the purposes of this Article, “gross negligence” means a serious disregard of an obvious risk.

- (5) The Parties shall consult on claims not otherwise covered by this Article.

**Article 23**  
**Entry into Force Amendments and Duration**

- (1) This Agreement shall enter into force when the Parties have notified each other in writing, through an exchange of diplomatic notes, that their respective requirements for the entry into force of this Agreement have been satisfied.
- (2) This Agreement shall prevail over any existing agreement between the Parties to this Agreement to the extent necessary to give effect to this Agreement.
- (3) This Agreement may be amended by agreement in writing between the Parties after it enters into force.
- (4) Any such amendment shall enter into force when the Parties have notified each other in writing, through an exchange of diplomatic notes, that their respective requirements for the entry into force of an amendment have been satisfied.
- (5) This Agreement shall continue in force, unless terminated through written notice by one Party to the other Party.
- (6) Such termination shall become effective on the first day of the month following the expiration of a period of three months after the date of receipt of written notice of termination by the other Party.
- (7) Where the Parties mutually agree in writing to terminate this Agreement, termination shall be effective as of the date agreed upon by the Parties.
- (8) Termination of this Agreement shall not affect any liabilities, rights and obligations arising out of Articles 6, 13, 21 and 22 of this Agreement, and any privileges or immunities relating to actions taking place during the period of this Agreement.

**IN WITNESS WHEREOF** the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

**DONE** at Canberra this fourteenth day of two thousand and seventeen, in two originals, with each original being equally authentic.

**FOR THE GOVERNMENT OF  
AUSTRALIA**

**FOR THE GOVERNMENT OF  
SOLOMON ISLANDS**

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