

THE MARAU PEACE AGREEMENT

DATED THE 7TH DAY OF FEBRUARY 2001

THE MARAU PEACE AGREEMENT

AN AGREEMENT for the cessation of hostilities between the Marau Eagle Force and the Isatabu Freedom movement and for the restoration of peace and ethnic harmony in Marau and surrounding areas.

THIS AGREEMENT is made the 7th day of February 2001

BETWEEN: THE MARAU EAGLE FORCE (“MEF”) of the First Part;

AND: THE ISATABUR FREEDOM MOVEMENT (“IFM”) of the Second Part;

AND: THE SOLOMON ISLANDS GOVERNMENT (“SIG”) of the Third Part;

AND: THE GUADALCANAL PROVINCIAL GOVERNMENT (“GPG”) of the Fourth Part;

Preamble

WHEREAS during the course of 1999 the Isatabu Freedom Movement (“IFM”) launched unlawful and unprovoked armed attacks against the people of Marau in east Guadalcanal, which continued during the year 2000;

WHEREAS during the course of the 1999 the Rapid Response Unite (RRU), in response to the IFM’s unlawful activities in the Marau area, launched armed attacks against IFM positions in and around the Marau area;

AND WHEREAS the unlawful activities herein referred to resulted in hundreds of Marau families being displaced and their properties damaged;

AND WHEREAS in an act of self-defense the people of Marau have, since 10 June 2000 established an armed group called the Marau Eagle Force (“MEF”) to counter the activities of the IFM and which has engaged in armed skirmishes with the IFM and GRA;

AND WHEREAS there have been casualties and fatalities on both sides during the armed conflict between the MEF and IFM in recent months;

AND WHEREAS in order to avoid, prevent and stop any further acts of hostilities between the MEF and IFM the parties hereto have agreed to abide by the following terms and conditions:

1. INTERPRETATION

In this Agreement:-

“IFM” includes members of the militant group formally known as the “GRA”;

“Marau area” means the area specified to the Schedule to the Agreement

“MLC” means the Marau Leaders’ Council’

“TPA” means the Townsville Peace Agreement signed in Townsville, Australia on the fifteenth day of October, 2000 by the Malaita Eagle Force, Isatabu Freedom Movement, Malaita Province, Guadalcanal Province and the Solomon Islands Government.

2. TERRITORIAL SCOPE

- (1) The area to be covered by this Agreement shall be the Marau area as delineated in the Schedule to this agreement.

- (2) Within the area covered herein the parties fully acknowledge existing customary land rights, traditional and cultural rights and interests of both the Marau people and Guadalcanal people.
- (3) The parties hereto for the purpose of this Agreement acknowledge and affirm that Marau is an integral part of the province of Guadalcanal.

3. PARTIES

The parties to the Agreement shall be the MEF, IFM, the Guadalcanal Provincial Government (“GPG”) and the Solomon Islands Government (“SIG”).

4. REPRESENTATIONAL MANDATE

Persons who have been appointed as spokesmen or delegation leaders of the parties hereto are deemed to have obtained and have been given full representational mandate by the groups they represent for the purpose of negotiating, concluding and executing this Agreement.

5. CULTURAL IDENTITY

- (1) The cultural identity and heritage of both the people of Guadalcanal and the people of Marau shall be acknowledged and recognized.
- (2) Chiefs and community leaders from the Guadalcanal and Marau areas shall ensure that the cultural and traditional rights of their respective people are observed and respected.

6. AMNESTY FOR MILITANTS

- (1) All known militants on both the MEF, IFM sides and their civilian advisors shall be granted amnesty in accordance with Part Two of the TPA.
- (2) Amnesty for the IFM militants shall be in accordance with Part Two of the TPA in respect of offences committed during and in connection with the armed

confrontation in the Marau area commencing from 01 January 1999 to the date of the signing of this Agreement.

- (3) Subject to the provisions of the TPA amnesty for the MEF militants shall cover offences committed since 10 June 2000 to the date of signing of this Agreement in the cause of its defensive and retaliatory actions against the IFM.
- (4) The Amnesty referred to in the preceding paragraphs shall be on condition that all weapons and ammunition and identifiable stolen property in possession by the IFM and MEF are surrendered and all hostilities are ceased in terms of this Agreement.
- (5) Within reasonable time from the date of granting of amnesty the SIG shall send a team of experts to the Marau area to assess the rehabilitation needs of the MEF soldiers and IFM soldiers in the Marau area and recommend and carry out appropriate rehabilitation programs for the soldiers.
- (6) Rehabilitation work may be carried out by accredited non-Government Organizations.

7. SURRENDER OF WEAPONS AND PROPERTY

- (1) Within 30 days after the signing of this Agreement all weapons and ammunition and identifiable stolen properties in the possession of the militants of the IFM and MEF shall be surrendered in accordance with Part Two of the TPA.
- (2) All weapons surrendered shall –
 - (i) in respect of the MEF weapons be stored in tamper-proof containers in a location at Marau to be identified by the SIG in consultation with MEF/MLC.
 - (ii) in respect of IFM weapons be stored in accordance with Part Two of the TPA.

- (3) During the process of arms surrender a neutral group shall be invited by the SIG to count and supervise all surrendered arms and ammunition and to carry out further inspections of such arms and ammunition at regular intervals if required.
- (4) The period of 30 days in this clause may be extended with the consent of all parties hereto.
- (5) All arms stored as herein provided shall be maintained in good working conditions throughout the period of storage by the International Peace monitoring Team established by this Agreement.
- (6) Within two years from the date of his Agreement arms surrendered as herein provided shall be returned to the Police armoury or be disposed of in such manner as the SIG may decide.

8. DEMILITARISATION

Within 30 days from the date of signing of this agreement:-

- (1) All bunkers in the Marau area shall be dismantled and removed;
- (2) Wearing of camouflaged and green military uniforms shall cease; and
- (3) Carrying of firearms and ammunitions shall be prohibited.

9. RELIEF SUPPLIES AND REHABILITATION PAYMENTS

- (1) Within reasonable time after the signing of this Agreement the GPG and the SIG shall–
 - (i) commence the delivery of relief supplies to the Marau area;
 - (ii) carry out a survey on social services and other needs of the people of the Marau area; and

- (iii) enter into a Memorandum of Understanding with the MLC for the purposes of providing appropriate development assistance to the Marau area.
- (2) All future rehabilitation and development funds allocated by the SIG in respect of the people of Marau shall be administered through a joint trust account to be established for that purpose by the SIG and MLC.
- (3) Within reasonable time the SIG shall take steps to ascertain losses and damaged caused to properties or persons during the armed conflict between the MEF and IFM.

10. RECONCILIATION

- (1) For the purposes of reconciliation between the parties to the Agreement, the SIG shall appoint a committee as determined by the leader of the SIG delegation to examine and assess a reconciliation package to be granted to the people of Marau and the people living in the Marau area.
- (2) The parties thereto agree that part of the package may include customary and traditional practices of reconciliation.
- (3) The Committee appointed under subclause (a) herein shall make its determination, in consultation with the parties affected, within 30 days from the date of signing this Agreement.

11. CLAIMS FOR LAST AND DAMAGED PROPERTY

The Solomon Islands Government shall make all efforts to secure assistance from its development partners to assist persons who suffered loss or damage to property as a direct result of the crisis in the Marau area including those who lost:-

- (a) employment;
- (b) businesses or investments; and

(c) personal property

12. REHABILITATION OF MILITANTS

- (1) Within 30 days for the execution of this Agreement:-
 - (a) All MEF soldiers shall be repatriated to their home villages at the cost of the SIG in terms of clause 19 (1).
 - (b) All IFM soldiers operating in the Marau area shall be repatriated to their home villages at the cost of the SIG in terms of clause 19 (1).
- (2) Within two months after repatriation of the MEF/IFM soldiers the SIG shall take measures to:
 - (i) launch public works programme to engage the services of MEF/IFM soldiers
 - (ii) provide through accredited non-government organizations and churches counseling services for the soldiers.

13. SECURITY OF MARAU

- (1) The future security of Marau shall revert to the Royal Solomon Islands Police, which shall establish a Marau Community Police Post within twelve months from the date of this Agreement.
- (2) Subject to the powers of appointment invested in the Police and Prison Services Commission, and the powers vested in the Commissioner of Police SIG undertakes to ensure that the Marau Police Post is manned by officers appointed from the Marau area.

14. POLITICAL STATUS OF MARAU

Within 60 days of the signing of this Agreement:-

- (1) The question of the creation of a separate constituency within Guadalcanal for the Marau area shall be referred by the SIG/GPG to the Constituency Boundaries Commission for determination in terms of Section 54 of the Constitution.
- (2) Subject to Section 13 of the National Parliament (Electoral Provisions) Act, a separate ward or wards in respect of the Marau areas shall be established within the Constituency.
- (3) Subject to paragraph (1) of this clause there may be established for the Marau area a constituency development committee (“CDC”) which shall be responsible for deciding on socio-economic development matters for the constituency.
- (4) The Marau CDC shall consist of the Member of Parliament for the area and at least five members appointed by the MLC.
- (5) The SIG and the GPG shall recognize the Marau CDC as the development agent for the Marau area and shall consult with it on matters affecting development in the constituency.
- (6) Until such time when the CDC is established the SIG and GPG shall deal with the MLC in relation to matters of development affecting the Marau area.

15. ALIENATED LAND

- (1) In accordance with SIG policy, title to perpetual estates to all registered land in the Marau area shall be transferred to the original vendors/landowners of the land or to a legal entity established for that purpose which shall hold such land for and on behalf of the original vendors/landowners.
- (2) Where the SIG does not transfer title as herein provided the said title shall remain with the Commissioner of Lands.

16. ACCESS TO HONIARA, MARAU AND GUADALCANAL

- (1) The people of Marau and the people of Guadalcanal shall be allowed unhindered access into and out of Honiara, whether such access is by sea, land or air.
- (2) Subject to prevailing and accepted customary practices of the people of Marau and the people of Guadalcanal shall be allowed unhindered access into Marau and other parts of Guadalcanal as well as the surrounding sea areas.

17. COMPLIANCE

- (1) The parties hereto shall make all *bona fide* efforts to comply with the terms of this Agreement and where there is an alleged breach their leaders shall immediately convene a meeting to discuss the breach and to recommend ways and means of resolving the breach.
- (2) In this clause, “leaders” means
 - (a) for the MEF and IFM, their commanders;
 - (b) for the GPG, its Premier or his nominees; and
 - (c) for the SIG, such officer or officers as may be appointed by the Minister for National Unity, Reconciliation and Peace.
- (3) Where a meeting convened to resolve any breach fails to resolve the dispute the matter shall be referred to the Peace Monitoring Council set up under the TPA whose decision shall be final and binding on the parties.
- (4) In making a decision the PMC may, in consultation with the Council of Chiefs, recommend customary methods of resolving the dispute.

18. PEACE MONITORING

- (1) Within 14 days of the signing of this Agreement the provisions of this Agreement shall be monitored and implemented by the Peace Monitoring Council (“PMC”) established under the TPA.
- (2) The PMC may, in consultation with all the parties hereto, call for assistance either from within Solomon Islands or from overseas to assist in the monitoring and enforcement of the Terms of this Agreement.

19. COSTS

- (1) The SIG shall pay to each of the members of the IFM and of the MEF in the Marau area the sum of \$1,000 for the purpose of assisting their displaced families following the signing of this Agreement, such payments to be made only to confirmed and active members of the MEF/IFM as may be advised by their commanders.
- (2) All reasonable costs incurred or chargeable in relation to the negotiation and execution of this Agreement shall be paid by the SIG.

20. DECLARATION

The Parties to the Agreement **HEREBY DECLARE** that they **RENOUNCE, DEPLORE AND DO SOLEMNLY GIVE UP** violence and the use of armed force **AND UNDERTAKE** to settle their differences through consultation and peaceful negotiation and **CONFIRM** their respect for human rights and the rule of law and shall, as a demonstration of the same:-

- (1) take all steps within their means and capacities to prevent, remove and eliminate any case of ethnically rooted uprising, complaints, demands and organizations from their communities;

- (2) take active steps to encourage harmonious ethnic relations amongst their people by allow free and unhindered exercise of the right to freedom of movement, subject only to the limitations stipulated under existing law; and
- (3) the MEF and the IFM shall refrain from engaging in armed activities, which may jeopardize the terms of this Agreement.

21. COMMUNITY INVOLVEMENT

The Parties to this Agreement shall explain the terms of this Agreement to the people of their respective communities as widely as possible with a view to gaining community support for the restoration of peace.

22. COMMENCEMENT

This Agreement shall come into force on the date of its execution.

23. ADAPTION & MODIFICATION

The references to the provision of the TPA in this Agreement shall be construed subject to such adaptations and modifications as may be necessary or expedient to give effect to this Agreement.

24. TIME OF ESSENCE

Where this Agreement requires any party to perform an obligation or to take action within a specified time period, time is deemed to be of the essence.

25. BINDING

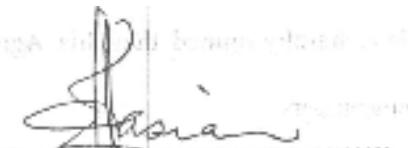
It is hereby agreed that this Agreement shall bind all parties hereto and their successors.

SCHEDULE (Clause 1)

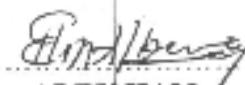
The Marau area consists of that part of Guadalcanal Island east of an imaginary line drawn from Purakiki on the South East to Tavanihau on the North and as bounded by the red line on the map attached hereto. [Map not available]

IN WITNESS WHEREOF the hand of the parties the year and date hereinbefore written:

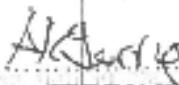
SIGNED on behalf of the
MARAU EAGLE FORCE

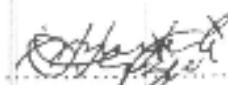

JOSEPH HASIAU
Spokesman MEF/MLC

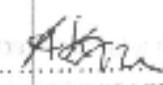

JOHNSON APEO
Supreme Commander MEF

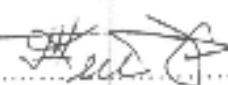

ALBY HAM
Asst. Supreme Commander


NICKEY NANAU
Field Commander


JERRY FUTA
Field Commander


JOE FRED HOUKA
Field Commander Para-Military

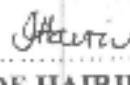

ALLEN KAUIHIMAE
Unit Commander


KANUTO WAIARO
Unit Commander


ONLEY KAVELAU
Unit Commander


JOHN HORISA'A
Unit Commander


DAVID TAERAMO
Unit Commander


JUDE HAIRIU
Unit Commander

*

MARAU CHIEFS

JUDSON MANUPARA

MARTIN RAMO

PAUL MAMARA'AI

CLAUDIUS SARAI

ATNACIUS OREIMARA

MARAU LEADERS COUNCIL

DONALD MARAHARE

PETER AORAUNISAKA

PETER C. AIKE

JOHN MARAHARE

ALBY LOVI

ANDREW G. NORI
Chief Negotiator/Spokesman
Former MALAITA EAGLE FORCE

MANASSEH MAELANGA
Commander Para-Military
Former MALAITA EAGLE FORCE

Witnessed by

JEREMY RUA
Supreme Commander
Former MALAITA EAGLE FORCE

WILSON RIRO

EDDIE MARAHARE

Kirkon

Robert

SIGNED on behalf of the
ISATABU FREEDOM MOVEMENT

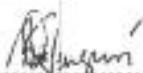


FRANCIS ORODANI
Spokesman



SELESTINO SOLOSAIA
Legal Advisor

CHIEFS



JOHN WESLEY CHANGURI

JULIUS TIAPOU



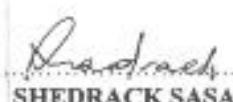
KESTY BABAUA



ANDREW HESE



NEVEN ONORIO



SHEDRACK SASA

IFM EX-COMMANDERS

ANDREW TE'E



JOSEPH SANGU

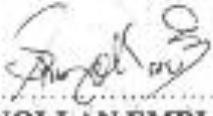


GEORGE GRAY



FRED LAKU

ROLLAND SELESO


NOLLAN EMBI

WILLIE LOUFELE


JOSEPH MALAI

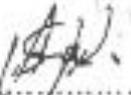
CHARLES WANGERE

SELWYN SAKI

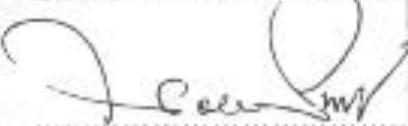
LEON KOIO

BRADDLEY TOVOSIA

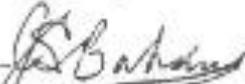

DEROL PARAMATE


ANTHONY SUAVA

GUADALCANAL PROVINCIAL GOVERNMENT


HON. NOLLEN LENI
Deputy Premier

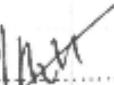

HON. STEPHEN GEORGE
Member


HON. GARNETT BABAUA
Member

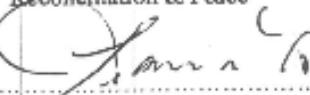
HON. JERRY SAMBINO
Member

STANLEY TOVA
Liaison Officer

SIGNED on behalf of the
SOLOMON ISLANDS GOVERNMENT

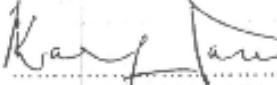

HON. ALLAN KEMAKEZA
Minister for National Unity,
Reconciliation & Peace


LUCIAN KII
Permanent Secretary
Minister for National Unity,
Reconciliation & Peace

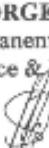

FRED GANATE
Permanent Secretary
Foreign Affairs, Trade & Relations


RANJIT HEWAGAMA
Solicitor-General
Attorney General's Chambers


MORTON SIREHETI
Commissioner of Police


HON. WILLIAM HAOMAE
Minister for Police, Justice and
Legal Affairs

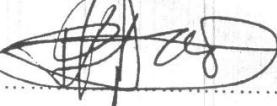

TOSWELL KAUA
Secretary to Prime Minister

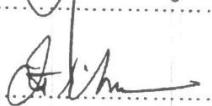

GEORGE HIELE
Permanent Secretary
Police, Justice & Legal Affairs


JEFFREY DEVE
Senior Crown Counsel
Attorney General's Chambers


ALLAN QURUSU
Chief Peace Officer


PAUL KUKUTE DAO KAUA


ANTHONY SEKETA


JEFFREY ARTHUR


CHRISTINA LEVE