#### Peace Agreement Access Tool PA-X https://www.peaceagreements.org/

**Country/entity** Solomon Islands

**Region** Asia and Pacific

**Agreement name** Marau Peace Agreement

**Date** 7 Feb 2001

Agreement status Multiparty signed/agreed

**Interim** Yes

arrangement

**Agreement/conflict** Intrastate/intrastate conflict

level

Solomon Island Ethnic Conflict (1999 - 2004)

The ethnic conflict in the Solomon Islands has roots in the migration of Malaitan Islanders to Guadalcanal during the Second World War. Many Malaitans stayed in the area and settled in what would become the capital Honiara. Over-population and worse soil conditions on Malaita encouraged migration further and heightening tensions between Malaitans and the local Gwale population. The Isatabu Freedom Movement (IFM) began a terror campaign against rural Malaitans and set up checkpoints around Honiara, forcing Malaitans to flee. Meanwhile, the Malaita Eagle Force (MEF) was set up to defend Malaitan interests. Police fractured on ethnic grounds, and the government did little to resolve the political tension. Much of the arms were leftover armaments from the Second World War.

The Honiara Peace Accord was agreed to in June 1999, but broke-down in the face of resistance and a fear of prosecution by militants. In July 2003 the Governor of the Solomon Islands, asked for an international force (RAMSI) to intervene and by August 2003, the MEF adhered to a ceasefire. Since then, the international force has acted as an interim police force, maintaining law and order. A string of arrests of former-militants, led to the assassination of an Australian peace-keeper. 2003 marked the disbandment of the militias, but tensions continue with the presence of RAMSI officers, as well as other ethnic communities such as the racial riots against Chinese residents in Honiara in 2006. In 2009, a Truth and Reconciliation Commission was set up and in 2013, RAMSI withdrew from Guadalcanal.

Close

Solomon Island Ethnic Conflict (1999 - 2004)

**Stage** Implementation/renegotiation

**Conflict nature** Inter-group

**Peace process** Solomon Islands peace process

#### **Parties**

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;

Signed on behalf of the Marau Eagle Force

Johnson Apeo, Supreme Commander MEF [Signed]

Nickey Nanau, Field Commander [Signed]

Joe Fred Houka, Field Commander Para-Military [Signed]

Kanuto Waiaro, Unit Commander [Signed]

John Horisa'a, Unit Commander [Signed]

Jude Hairiu, Unit Commander [Signed]

Joseph Hasiau, Spokesman MEF/MLC [Signed]

Alby Ham, Asst. Supreme Commander [Signed]

Jerry Futa, Field Commander [Signed]

Allen Kauhimae, Unit Commander [Signed]

Onley Kavalau, Unit Commander [Signed]

David Taeramo, Unit Commander [Signed]

Marau Chiefs [Signed]

Judson Manupara [Signed]

Martin Ramo [Signed]

Paul Mamara'ai [Signed]

Clauduis Sarai [Signed]

Atnacius Oreimara [Signed]

Marau Leaders Council

Donald Marahare [Signed]

John Marahare [Signed]

Peter Aoraunisaka [Signed]

Alby Tovi [Signed]

Peter C. Aike [Signed]

Signed on behalf of the Isatabu Freedom Movement

Francis Orodani, Spokesman

Selestino Solosaia, Legal Advisor

#### Chiefs

John Wesley Changuri [Signed]

Julius Tiapou [Not Signed]

Kesty Babaua [Signed]

Andrew Hese [Signed]

Neven Onorio [Signed]

Shedrack Sasa [Signed]

**IFM Ex-Commanders** 

Andrew Te'e [Not Signed]

George Gray [Signed]

Joseph Sangu [Signed]

Fred Laku [Signed]

Rolland Seleso [Not Signed]

Nollan Embi [Signed] Page 2 of 19

Willie Loufele [Not Signed]

losoph Malai [Signed]

**Third parties** Witnessed by:

Jeremy Rua, Supreme Commander, Former-Malaita Eagle Force [Signed]

Andrew G. Nori, Chief Negotiator/Spokesman, Former-Malaita Eagle Force [Signed] Manasseh Maelanga, Commander Para-Military, Former-Malaita Eagle Force [Signed]

Wilson Riropo [Signed]
C. Gilson [Signed]

Eddie Marahare [Signed] [Unintelligible] [Signed]

**Description** A 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.

Agreement document

SB\_010207\_Marau Peace Agreement.pdf (opens in new tab) | Download PDF

**Groups** 

**Children/youth** No specific mention.

**Disabled persons** No specific mention.

**Elderly/age** No specific mention.

**Migrant workers** No specific mention.

Racial/ethnic/ national group Groups→Racial/ethnic/national group→Rhetorical

Page 3, 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.

Groups→Racial/ethnic/national group→Substantive

Page 10, 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;

#### Page 11, 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:-

... (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;

**Religious groups** 

No specific mention.

**Indigenous people** No specific mention.

Other groups

No specific mention.

**Refugees/displaced** Groups→Refugees/displaced persons→Rhetorical

persons

Page 2, Preamble

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

Groups→Refugees/displaced persons→Substantive

Page 10, 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.

**Social class** 

#### Gender

Women, girls and

gender

No specific mention.

Men and boys

No specific mention.

**LGBTI** 

No specific mention.

**Family** 

Page 10, 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.

#### State definition

Nature of state

Page 3, 2. TERRITORIAL SCOPE

(general)

... (3) The parties hereto for the purpose of this Agreement acknowledge and affirm that Marau is an integral part of the province of Guadalcanal.

State configuration Page 8, 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.

**Self determination** No specific mention.

Referendum

No specific mention.

**State symbols** 

No specific mention.

Independence/

secession

No specific mention.

Accession/

No specific mention.

unification

**Border delimitation** No specific mention.

**Cross-border** 

provision

#### Governance

**Political** 

Governance→Political institutions (new or reformed)→General references

institutions (new or Pages 7-8, Section 14. POLITICAL STATUS OF MARAU

reformed)

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.

**Elections** 

No specific mention.

**Electoral** commission No specific mention.

**Political parties** reform

No specific mention.

**Civil society** 

Page 4, 6. AMNESTY FOR MILITANTS

... (6) Rehabilitation work may be carried out by accredited non-Government Organizations.

Page 11, 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.

# Traditional/ religious leaders

# Page 3, 5. CULTURAL IDENTITY

... (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.

#### Page 9, 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.

...(4) In making a decision the PMC may, in consultation with the Council of Chiefs, recommend customary methods of resolving the dispute.

Signatures by the following Chiefs:

Chiefs:

John Wesley Changuri [Signed]
Julius Tiapou [Not Signed]
Kesty Babaua [Signed]
Andrew Hese [Signed]
Neven Onorio [Signed]
Shedrack Sasa [Signed]

Marau Chiefs:

Judson Manupara [Signed] Martin Ramo [Signed] Paul Mamara'ai [Signed] Clauduis Sarai [Signed] Atnacius Oreimara [Signed]

Public administration

No specific mention.

Constitution

#### **Power sharing**

# **Political power** sharing

No specific mention.

# **Territorial power** sharing

Power sharing→Territorial power sharing→Local/municipal government

Page 8, 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.

### Page 8, 14. POLITICAL STATUS OF MARAU

Within 60 days of the signing of this Agreement:-

... (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.

Power sharing→Territorial power sharing→Other

Page 8, 14. POLITICAL STATUS OF MARAU

Within 60 days of the signing of this Agreement:-

... (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.

# **Economic power** sharing

No specific mention.

Military power sharing

No specific mention.

#### **Human rights and equality**

**Human rights/RoL** Page 10, 20.DECLARATION

general

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:- [coded elsewhere]

**Bill of rights/similar** No specific mention.

**Treaty** 

No specific mention.

incorporation

# Civil and political rights

Human rights and equality→Civil and political rights→Freedom of movement Page 11, 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:-

... (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

Socio-economic

No specific mention.

rights

#### **Rights related issues**

Citizenship No specific mention.

**Democracy** No specific mention.

**Detention** procedures No specific mention.

**Media** and communication No specific mention.

# Mobility/access

Page 9, 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.

Page 9, 16. ACCESS TO HONIARA, MARAU AND GUADALCANAL

... (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.

Protection measures

No specific mention.

Other No specific mention.

# **Rights institutions**

**NHRI** No specific mention.

Regional or international human rights

institutions

No specific mention.

# Justice sector reform

**Criminal justice and** No specific mention. **emergency law** 

**State of emergency** No specific mention. **provisions** 

Judiciary and

No specific mention.

courts

Prisons and detention

No specific mention.

**Traditional Laws** 

Page 3, 2. TERRITORIAL SCOPE

... (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.

Page 9, 16. ACCESS TO HONIARA, MARAU AND GUADALCANAL

... (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.

#### **Socio-economic reconstruction**

# **Development or** socio-economic reconstruction

Socio-economic reconstruction→Development or socio-economic reconstruction→Socioeconomic development

#### Page 5, 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 🖁

#### Page 6, 9. RELIEF SUPPLIES AND REHABILITATION PAYMENTS

(1) Within reasonable time after the signing of this Agreement the GPG and the SIG shall-... (iii) enter into a Memorandum of Understanding with the MLC for the purposes of providing appropriate development assistance to the Marau area.

#### Page 6, 9. RELIEF SUPPLIES AND REHABILITATION PAYMENTS

... (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.

#### Page 8, 14. POLITICAL STATUS OF MARAU

[Summary] A constituency development committee ("CDC") will be created for the Marau area and recognized by the parliament and consist of a local MP and five others. The committee shall be responsible for deciding on socio-economic development for the constituency.

#### Page 8, 14. POLITICAL STATUS OF MARAU

Within 60 days of the signing of this Agreement:-

... (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.

**National economic** No specific mention.

plan

Natural resources No specific mention.

**International funds** No specific mention.

**Business** No specific mention.

**Taxation** No specific mention.

**Banks** No specific mention.

# Land, property and environment

**Land reform/rights** Land, property and environment→Land reform/rights→Land reform and management

Page 8, 15. ALIENATED LAND

... (2) Where the SIG does not transfer title as herein provided the said title shall remain with the Commissioner of Lands.

Land, property and environment→Land reform/rights→Property return and restitution Page 8, 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.

Pastoralist/ nomadism rights No specific mention.

**Cultural heritage** No specific mention.

**Environment** No specific mention.

Water or riparian

No specific mention.

rights or access

#### **Security sector**

# Security Guarantees

No specific mention.

#### Ceasefire

Security sector→Ceasefire →Ceasefire provision

Page 1, Untitled Foreward,

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.

#### Page 4, 6. AMNESTY FOR MILITANTS

... (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.

#### Page 5, 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.

#### Page 11, 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:-

... (3) the MEF and the IFM shall refrain from engaging in armed activities, which may jeopardize the terms of this Agreement.

#### **Police**

#### Page 5, 7. SURRENDER OF WEAPONS AND PROPERTY

... (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.

### Page 7, 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.

#### Page 7, 13. SECURITY OF MARAU

... (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.

#### **Armed forces**

#### **DDR**

#### Security sector→DDR→DDR programmes

#### Page 4, 6. AMNESTY FOR MILITANTS

... (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.

#### Page 4, 6. AMNESTY FOR MILITANTS

 $\dots$  (6) Rehabilitation work may be carried out by accredited non-Government Organizations.

#### Page 4, 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.

#### Page 5, 7. SURRENDER OF WEAPONS AND PROPERTY

... (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.

#### Page 5, 7. SURRENDER OF WEAPONS AND PROPERTY

... (4) The period of 30 days in this clause may be extended with the consent of all parties hereto.

#### Page 5, 7. SURRENDER OF WEAPONS AND PROPERTY

... (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.

#### Page 5, 7. SURRENDER OF WEAPONS AND PROPERTY

... (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.

#### Page 7, 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 azt 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).

#### Page 7, 12. REHABILITATION OF MILITANTS

- ... (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.

# Intelligence services

No specific mention.

# Parastatal/rebel and opposition group forces

#### Page 1, 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;

#### Page 1, Preamble,

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;

# Page 2, Preamble

... 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;

#### Page 2, 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'

#### Page 4, 6. AMNESTY FOR MILITANTS

... (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.

# Page 7, 12. REHABILITATION OF MILITANTS [Summary] See DDR.

#### Page 9, 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;

#### Page 10, 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.

Withdrawal of foreign forces

No specific mention.

Corruption

No specific mention.

**Crime/organised** 

crime

No specific mention.

**Drugs** 

No specific mention.

**Terrorism** 

No specific mention.

#### **Transitional justice**

**Transitional justice** No specific mention. **general** 

#### Amnesty/pardon

Transitional justice→Amnesty/pardon→Amnesty/pardon proper

Page 3, 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.

#### Page 3-4, 6. AMNESTY FOR MILITANTS

... (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.

### Page 4, 6. AMNESTY FOR MILITANTS

... (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.

#### Page 4, 6. AMNESTY FOR MILITANTS

... (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.

#### Page 4, 6. AMNESTY FOR MILITANTS

... (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.

#### **Courts**

#### **Mechanism**

# Page 6, 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.

# Page 6, 10. RECONCILIATION

... (2) The parties thereto agree that part of the package may include customary and traditional practices of reconciliation.

#### Page 6, 10. 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.

**Prisoner release** No specific mention.

**Vetting** No specific mention.

**Victims** No specific mention.

**Missing persons** No specific mention.

#### Reparations

Transitional justice→Reparations→Material reparations

Page 6, 9. RELIEF SUPPLIES AND REHABILITATION PAYMENTS

... (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.

#### Page 6, 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

#### Page 7, 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:-

... (c) personal property

#### Reconciliation

#### Page 6, 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.

#### Page 6, 10. RECONCILIATION

... (2) The parties thereto agree that part of the package may include customary and traditional practices of reconciliation.

#### Page 6, 10. 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.

# **Implementation**

**UN signatory** 

No specific mention.

Other international No specific mention. signatory

**Referendum for** agreement

No specific mention.

International mission/force/ No specific mention.

similar

# Enforcement mechanism

### Page 9, 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.

#### Page 9, 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.

#### Page 10, 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.

#### **Related cases**

No specific mention.

# Source

Unspecified Online Source; https://www.scribd.com/doc/314713752/Marau-Peace-Agreement