

UNAMIR

UNAMIR CONTRACTORS

8 JUNE 1995 - 19 MAR 1996

PLEASE RETAIN  
ORIGINAL ORDER

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UNAMIR

1996 MAR 16 P 4:11

UNAMIR - MINUAR

UNAMIR

1996 MAR 16  
OUTGOING CODE CABLE  
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*1/7*

TO: ANNAN/GOULDING/CORREL, UNATIONS, NEW YORK  
INFO: GHAREKHAN, UNATIONS, NEW YORK  
FROM: KHAN, UNAMIR, KIGALI *Shelley Nelson*  
DATE: 16 MARCH 1996  
NO.: MIR - 598  
NO. OF PAGES: 7  
SUBJECT: Status of UNAMIR's Contractors

1. In a letter dated 7 March 1996 (copy attached) Mr. Dusaidi contends that at no time in his discussions with Mr. Ssekandi's team was the United Nations given any assurances that the Government of Rwanda would not insist on imposing taxes with respect to UNAMIR contractors as stated in paragraph 9 of the Secretary-General's final report on UNAMIR to the Security Council (S/1996/149).

2. Any answer to Mr. Dusaidi's claim would, no doubt, have legal implications. Therefore, in order to ascertain that my reply would be in line with what was actually agreed between Mr. Ssekandi's team and the Government, I should be grateful if you would refer the matter to the Office of Legal Affairs with the request that they provide me with the necessary material for a reply.

3. The other issues raised in Mr. Dusaidi's letter are being addressed as indicated in my letter of 16 March to him (copy attached).

4. Best regards.

REPUBLIQUE RWANDAISE  
REPUBLIC OF RWANDA

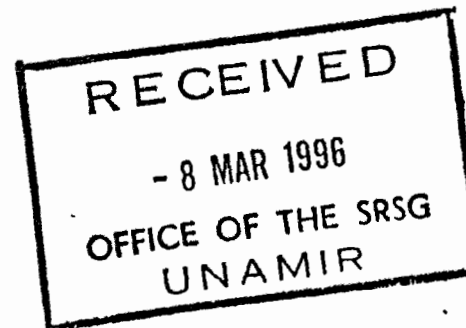


VICE-PRESIDENCE DE LA REPUBLIQUE ET  
MINISTERE DE LA DEFENSE NATIONALE  
CABINET DU VICE-PRESIDENT

OFFICE OF THE VICE-PRESIDENT  
AND MINISTER OF DEFENCE  
B.P 23 KIGALI

Reçu le 08 MARS 1996

2073 2/7



7th March, 1996,

H.E. Ambassador Shariyar Khan,  
Special Representative of the United Nations  
Secretary General,  
UNAMIR,  
KIGALI.

In Paragraph 8 of the UN Secretary General's report of 29 Feb 1996 to the Security Council, Dr. Boutros Boutros Ghali states that as regards relations between the Government of Rwanda and UNAMIR, several issues remain to be resolved. As UNAMIR begins its withdrawal at the end of its mandate, the Government of Rwanda has not yet received a list of UNAMIR equipment to be left in Rwanda.

In Paragraph 9 of his report, the UN Secretary General refers to a team of experts he sent to Kigali to discuss with Government officials other issues of common concern to the United Nations and the Government of Rwanda, such as liability for corporate taxes by United Nations Contractors. The Rwanda government wants to make it clear that at no time in our discussions was the United Nations given any assurances that the government would not insist on imposing taxes with respect to UNAMIR Contractors. It is surprising that the Secretary General has deliberately chosen to misrepresent the outcome of the discussions.

It was clear from the discussions that the UNAMIR Contractors were independent from UNAMIR and enjoyed no immunities and privileges of the United Nations. In accordance with Article 115 of the Income Tax act of 2 June 1964, these Companies are, therefore liable to taxation. By December 1995 the following Companies owed the Income Tax Dept. a total of 434.897.650 FRW equivalent of US\$ 1,448,886.094)

1. ECONOMAT DE L'ARMEE.	264.094.900
2. Brown & Root	17.038.200

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3. M.G.T	123.927.600
4. ES-KO	29.836.950

Your excellency, I also wish to draw your attention to the fact that in addition to uncompleted repairs on the stade Amahoro, The Central Kigali Hospital, the damage evaluation team composed of Rwanda government officials and those of UNAMIR has assessed the rehabilitation work on government property occupied by UNAMIR throughout the country at a total of 7,605,272 RWF (US\$ 25337.40).

In addition to this other institutions have approached us to claim on their behalf monies owed to them for various services rendered to UNAMIR. These include the National University of Butare which is owed US\$ 150,161, PetroRwanda US\$ 88,065.80, ORTPN US\$ 252,000, 1000 Hills Cars Sarl. the two vehicles worth US\$ 56,933.

Outstanding payments also include the Social Security taxes for locally recruited employees, and about 36,782,027 FRW (US\$ 122,541.40) owed to SONARWA for vehicle insurance.

The Rwanda Government trusts that these and any other debts will be paid before the complete withdrawal of UNAMIR to avoid litigation.

Please accept, your Excellency, my compliments and highest regards.

Yours sincerely,



**Claude DUSAIDI**  
**POLITICAL ADVISOR TO THE VICE PRESIDENT**  
**AND MINISTER OF DEFENCE & CHAIRMAN OF**  
**THE INTERMINISTERIAL COMMITTEE ON UNAMIR**

c.c. H.E. The President of the Republic of Rwanda.  
" H.E. The Vice President.  
" H.E. The Prime Minister.  
" Hon. Minister of Foreign Affairs.  
" H.E. Amb. Manzi Bakuramutsa.



UNAMIR-MINUAR

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The Special Representative of the U.N. Secretary-General  
P.O. Box 749  
Kigali, Rwanda  
Telephone: 212 - 983 - 3930  
Fax: 212 - 983 - 3090

16 March 1996

Dear Mr. Dusaidi,

*I wish to acknowledge receipt of your letter of 7 March 1996 recapitulating a number of pending issues which remain to be resolved during this liquidation phase of UNAMIR.*

*As discussed, please find attached a note indicating in detail the progress made in our efforts to find mutually agreed solutions to the questions you raised in your letter.*

*With regard to the issue of UNAMIR's equipment to be left for use in Rwanda, I should like to reassure you that the United Nations Headquarters is fully aware of the need to accelerate the related procedures and has promised to send us the list as soon as possible. I should, therefore, be able to revert to you shortly on that particular item.*

*I have also taken note of the position of your Government on the statement contained in paragraph 9 of the Secretary-General's report of 29 February to the Security Council, which I have referred to Headquarters for consideration by the United Nations Office of Legal Affairs. I shall, of course, keep you informed of their legal opinion and any suggestions they may have on that issue.*

Yours sincerely

**Shaharyar M. Khan**  
**Special Representative of the United Nations**  
**Secretary-General for Rwanda**

**Mr. Claude Dusaidi**  
**Political Advisor to the Vice-President**  
**and Minister of Defence & Chairman of**  
**the Interministerial Committee on UNAMIR**  
**Kigali**  
**Rwanda**

cc: **Mr. Pierre-Célestin Rwigema, Prime Minister**  
**Col. Frank Mugambage, Director of Cabinet,**  
**Office of the President**  
**Mr. Anastase Gasana, Minister of Foreign Affairs**

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NOTE

**OUTSTANDING ISSUES BETWEEN THE GOVERNMENT OF RWANDA AND  
THE UNITED NATIONS ASSISTANCE MISSION FOR RWANDA**

The following is a summary of the status of certain issues which remain to be resolved between the Government of Rwanda and UNAMIR:

**Payment of Communication dues**

In full settlement of the agreed dues between UNAMIR and Rwandatel a cheque for over 7,000,000 Rwandese francs issued to the Ministry of Transport and Communications was picked up from the UNAMIR cashier's office on 14 March 1996 by the Director-General of Rwandatel. All other United Nations agencies have settled their accounts with Rwandatel on the basis of the agreement on telecommunications between them and Rwandatel.

**Payment of repair charges for premises used**

A working group was established with the Government of Rwanda. Visits were organized to rented premises and repairs as well as damages were assessed. UNAMIR is currently processing the estimates for payment.

**Petro-Rwanda**

UNAMIR entered into a contract with Rwanda Petrol Gaz for 12 months from 1 December 1994. The contract was subsequently extended twice with the last extension ending on 31 March 1996.

The Company has been paid rent for the location up to 31 December 1995. The cost of repairs to the location have been agreed upon and the owner has signed the release documents. The Company has been notified of termination of the contract on 28 February 1996 and rent for the period 1 January 1996 to 29 February 1996 will be paid shortly.

**Hospital occupied by the Australians (Kigali Central Hospital)**

UNAMIR committed itself to repair the facility instead of paying rent. UNAMIR used the facility for one year. UNAMIR contacted the Hospital and the Ministry of Public Works, who have agreed to its proposal of approximately US\$ 70,000.

**University of Butare**

An offer of US\$12,000 per month (US\$66,000.00 total) was made to and accepted by the University of Butare for rent for the premises used by UNAMIR troops for the period from 1 September 1994 to 15 February 1995. UNAMIR disputes the University's claims for repairs totalling US\$72,101.00. UNAMIR carried out a survey of the premises and its honest estimation of repairs is US\$3,956.94. UNAMIR awaits the University's acceptance of the offer of \$3,956.94.

### Amahoro Stadium

UNAMIR and the Ministry of Youth and Sports have signed a formal agreement for the repairs of Amahoro stadium due to occupation by UNAMIR. UNCHS (Habitat) is executing the project in accordance with the project document signed by the Rwandan Government. This project only addresses damage mainly or partially attributable to UNAMIR's use of the stadium.

### Social Security

Social Security taxes for Brown and Root Services Corporation (BRSC) local employees for 1994 and 1995 were paid on 1 March 1996. The amount due for 1996 is being calculated and processed. BRSC informed the Ministry of Work and Social Affairs on 1 March.

### ORTPN

This concerns the Hotel Meridien Izuba at Gisenyi.

An arrangement was arrived at with the then Manager of Hotel izuba (Gisenyi) that UNAMIR personnel could take up rooms on an individual basis and at the expense of the individual. This was an informal understanding to which UNAMIR was never a party and there was never a contract between UNAMIR and Hotel Izuba at any point in time during the tenancy of the UNAMIR personnel. UNAMIR personnel therefore occupied a number of rooms in Hotel Izuba in Gisenyi from August 1994 to February 1995 under this informal understanding. The condition of the premises and rooms of the hotel was then in such a deplorable state that the UNAMIR personnel had to clean up the whole premises, including the beach, remove a dead cow from the hotel swimming pool, pump out the water and refill the pool, to enable them live there. Because of these contributions by UNAMIR personnel, the Prefect decided initially, that they should not pay rent. However, sometime in October 1994, the issue of payment of rent came up and, in accordance with the understanding the UNAMIR personnel had with the Manager of the Hotel, each person occupying a room paid his/her bill directly to the then Hotel Manager, for which receipts were issued. If any bills were not paid and are outstanding, these should be brought to the attention of UNAMIR for appropriate action.

In addition to the rooms occupied by individual UNAMIR personnel, there were 4 rooms used for operational purposes for which UNAMIR was responsible for the bills.

It has however been understood that the cost of rehabilitating the premises which was significant, would have fully offset the rental cost demanded by the owner for the four operational rooms.

If the owner disputes this, UNAMIR is prepared to discuss its bills separately from the individual bills.

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**ETO School, Kigali**

A site visit was conducted by a UNAMIR BMS Officer and two Government representatives. The facilities were occupied by the UNAMIR Belgian Contingent in 1993. They vacated the premises before the war broke out. The estimated cost of repairs is US\$4,060.00. Approval of the estimate is being processed.

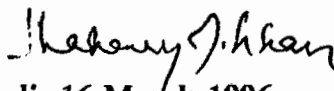
**1000 Hills Car SARL**

UNAMIR rented a minibus from 1000 Hills Car SARL, from 22 December 1993 to 22 March 1994. On termination of the contract, the Managing Director of the Company undertook to collect the vehicle from UNAMIR on 28 March 1994.

However, there has been a dispute as to who should bear responsibility for what happened to the vehicle upon termination of the contract in the light of the security situation at the time. UNAMIR is working out procedures for settling this particular dispute as well as others of a similar nature arising out of the force majeure conditions prevailing at the time.

**SONARWA**

It is only in the past few days that all documentation with regard to the insurance coverage have been completed - this includes written confirmation by SONARWA of the effective date of the insurance cover. It may please be noted that SONARWA initially refused to process the first claims submitted by UNAMIR on the grounds that they did not have a complete detailed list of the vehicles involved notwithstanding the fact that they had been notified of the number of vehicles involved at the time they were invited to bid for the contract.

  
Kigali, 16 March 1996

CAOAN

- Et que désinté voici une copie de la lettre que j'ai écrite sur le sujet des rations fraîches qui arrivent le mardi
- Je t'indis aussi une copie d'une autre lettre adressée hier aff. émission de trop de rations aux militaires pour \$300k! Et comme j'ai expliqué il n'y a personne malheureusement qui semblait se tenir les demandes de rations faites par les militaires avant que je prenne cette responsabilité et de me joindre. Ceoffrey a été fier au 50 Food mais il a l'air qu'il ne faisait qu'additionner ce que les mils demandaient et ne comparait pas avec le "stock" et le CMR (voir, Monday Lett)! Cette situation pose des problèmes très complexes et je explique probablement pourquoi certains unités vendaient / échangeaient des rations pour de l'argent en notre temps sur le marché local + nous nous payons l'équivalent de \$ millions de dollars
- ) t'as (potentiellement) 14 X 3 \$300,000) de l'argent et de toutes les factures de l'armée. 14 millions mais (voir nouvelles au, mais de l'argent!!!) Lilles 10/10/95

**CONFIDENTIAL**

**UNITED NATIONS**  
ASSISTANCE MISSION FOR RWANDA



**NATIONS UNIES**  
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

**INTER OFFICE MEMORANDUM**

06 October 1995

**TO:** Mr. P. Ischlika, CSO

**THROUGH:** Mr. W. Clive / CISS *W. Clive*

**INFO:** Mr. S. Khan, SRSG  
Ms. S. Matthew, CAO  
Mr. M. Ncube, CBOI & Legal Officer  
Mr. D. Stuckless, CMC CAA 5  
Mr. G. Boella, CMC CAA 6  
Maj. Sichilima, Force Provost Marshal  
Maj. S.A. Dare, OC Force MP Coy  
Col. W. Fletcher, DCOS Sp

**FROM:** Mr. G. Brière / CCM *G. Brière*

**REFS:** A. MP Inv. Report # UNAMIR/ KIG/855-04-95 dated 8 Sept 95  
B. Economat de l'Armée memo dated 09 Aug 95 (copy attached)  
C. ES-KO Int memo dated 11 Aug 95 (copy attached)  
D. A/CCM memo dated 16 Aug 95 (copy attached).  
E. CCM memo dated 23 Sept 95 (copy attached).  
F. CSO memo dated 25 Sept 95 (copy attached).

**SUBJECT:** MP INVESTIGATION REPORT - FLOODING OF LOCAL MARKET WITH UNAMIR FOOD ITEMS

1. The purpose of this memo is to clarify and address several unwarranted allegations and glaring inaccuracies mentioned in the documents at references A and F. The document at reference A was not a thorough or complete investigation, and the conclusions it presents are irrational and premature. The document at reference F is a regurgitation of reference A with no new light shed on the facts as they were presented. You have simply paraphrased an inaccurate document and applied your own conclusions.

2. I clearly informed the Force Provost Marshal at reference E, para. 3 that the registration number of a UNAMIR vehicle spotted off-loading food rations in the downtown area was available. This information was made available by a member of your Security staff. This lead was never pursued, and therefore a potentially crucial area of this case was ignored.

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Also in reference E para. 4, I pointed out that Mr. Parnell was in Kigali on August 26 contrary to the MP report. In fact he was available for questioning until August 31 1995 when he was repatriated. Further on in the memo, most of the flaws in the MP report of 8 September are outlined. Any subsequent investigation of this case should at least use these points as a basis for reviewing the events as they occurred up to this point.

3. As you may be able to surmise from the documents at references B through E, this case has been a subject of great concern not only to this office, but to the whole administration. Both Economat de l'Armée and ES-KO International have informed this office in writing of irregularities they have noticed in terms of their products ending up on the local market. This was brought up several times prior to a full investigation being requested of the Force Provost Marshal's office. Again, I would like to re-iterate that the investigation as represented by the report at reference A is inconclusive and unacceptable. The comments made in the conclusive portion of the report are highly inappropriate and prematurely accusatory. That your memo at reference F should draw similar conclusions without investigation is absolutely beyond reason and in contravention of investigative procedures.

4. In conclusion, I would suggest that you examine the documents at reference (copies attached) before making any final assumptions. Furthermore, upon receiving the document at reference D, the outgoing CAO issued a directive for this investigation to be launched by the MP Coy. The CAO did not formally request your office to participate in this exercise, which makes your comments and findings that much more perplexing. In spite of this fact, your constructive criticism in conjunction with the MP Coy report could have been useful if channelled properly.

5. Finally, I find your recommendation that the Contractors write letters of apology highly inappropriate. Indeed, if letters of apology are to be written, they should be written by yourself for making unsubstantiated accusations of such a serious and sensitive nature without any conclusive evidence.

6. I remain at your disposal for any further clarification of any points raised in this document.

Attachments: 05

9 août 1995

De : Thierry GARDEUX.  
Regional Manager.  
Economat - MINUAR.

à : Monsieur Gilles BRIERE  
Monsieur Jacques ALBERT  
CMCO - UNAMIR  
Kigali - RWANDA

P. J. : Lettre de l'Economat à M WORDLEY (CILM UNAMIR).

Messieurs,

Nous nous permettons, par la présente, de vous signaler un problème qui nous semble être de la première importance.

Il s'agit de la présence massive, sur le marché local de Kigali, de produits alimentaires propriété des Nations-Unies. Nous avons pu constater à de nombreuses reprises que des quantités importantes de produits divers allant des rations de combat individuelles aux produits du "Food Supply" sont présents sur les étalages des magasins de la ville de Kigali.

Tout nous laisse penser que la situation est la même dans les villes du RWANDA où sont stationnés des unités des Nations-Unies.

Vous n'êtes pas sans savoir qu'une partie des problèmes que rencontre l'Economat vis-à-vis des administrations locales a pour origine le fait que des marchandises alimentaires importées par l'Economat dans le cadre de sa mission ont été vendus par des commerçants locaux.

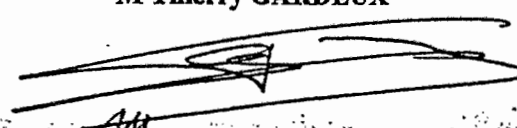
Il est entendu que l'Economat n'a jamais effectué de vente de produits sur le marché local et ne peut être tenu pour responsable. Nous ne saurions donc rester sans réaction par rapport à cette situation.

L'Economat a déjà eu l'occasion de signaler une situation similaire dans la lettre référencée ci-dessus et dont une copie vous est jointe ci-après.

Il ne nous appartient pas de conduire une action afin d'en connaître les causes, mais nous vous demandons de bien vouloir signaler cette situation auprès des Hautes Autorités de la MINUAR.

Nous vous prions d'agréer, Messieurs, l'expressions de nos meilleures salutations.

L'ECONOMAT  
M Thierry GARDEUX



TO : UNAMIR HQ. - KIGALI

ATTN: MR. GEORGE BOELLA (CMC)

FROM : MARIO GAVAGNIN  
OPERATIONAL MANAGER

DATE : 11.8.95

REF : ES-KO FOODSTUFFS  
-----

DEAR SIR,

PLEASE BE INFORMED THAT WE HAVE RECEIVED COMMUNICATIONS FROM SEVERAL LOCALS  
THAT SOME ES-KO'S COMMODITIES SUPPLIED TO UNAMIR CONTINGENTS HAVE BEEN FOUND  
FOR SALE AT THE LOCAL MARKET IN KIGALI.

PLEASE BE ALSO AWARE THAT ES-KO REPRESENTATIVE HAS SEEN SOME FOODSTUFFS  
IN SOME SHOPS IN NYUNDO.

FROM OUR EXPERIENCE WE KNOW THAT THE PROBLEM MENTIONED ABOVE OCCURS QUITE  
OFTEN DURING UN MISSIONS; HOWEVER WE WOULD APPRECIATE THAT UN INVESTIGATES  
INTO THE MATTER TO PREVENT ANY PROBLEMS PARTICULARLY BETWEEN OUR COMPANY AND  
AND THE AUTHORITIES OF THE REPUBLIC OF RWANDA.

YOURS SINCERELY

  
MARIO GAVAGNIN  
ES-KO INTERNATIONAL INC.



UNAMIR - MISURAR

CONFIDENTIAL  
INTER OFFICE MEMORANDUM

16 August 1995

TO: Mr. C. Ouziel/CAO  
THROUGH: Mr. W.V. Clive/CISS  
INFO: Col. W. Fletcher/DCOS Sp.  
Mr. W.A. Parnell/CMC  
FROM: Mr. J. Albert/DCCM  
SUBJECT: INVESTIGATION INTO MISUSE OF UNAMIR FOODSTUFFS

REFERENCES: A. letter from Economat de L'armée to CMC dated 09 Aug 95,  
B. Letter from ES-KO to CMC dated 11 Aug 95,

1. As you are aware it the responsibility of the Contract Management Cell to carry out all management and Administration procedures pertaining to all major contracts currently under the control of UNAMIR.

2. It has recently come to the attention of the Contract Management Cell, that a number of fresh, frozen, dry and military combat rations have been appearing as sale items on local markets. Initial investigations into this information by the Contract Management Cell, has found that there have indeed been a number of food items seen on market stalls and shops of a type, similar to the merchandise provided by both the current UNAMIR food supply contractor ES-KO, and its pre-desessor Economat de L'armée.

3. Whilst in the course of his duties, Mr. Jack Parnell of the Contract Management Cell was discussing the matter with the current Economat Project Manager, Mr. T. Gardeux. When Mr. Parnell asked Mr. Gardeux to explain why in his opinion there were Economat products on the local markets. Mr. Gardeux decided, that perhaps he should take Mr. Parnell to a location where he could be secretly shown a large supply of both economat and ES-KO food stuffs. Mr. Parnell agreed with Mr Gardeux's suggestion and arranged for this visit to occur that same evening. Mr. Parnell was taken to the house of a local business man. Once at the house he was taken into the kitchen where Mr Gardeux pointed out a large stock of tinned and frozen foodstuffs, that he believed had been given to the business man by UNAMIR Troops, in exchange for other services. Mr. Gardeux stressed that in his opinion this food was almost definitely received in exchange for other services and not for CASH! He also pointed out that as far as he was aware, this business man was not re-selling the goods but was keeping them purely for his own use. Mr. Gardeux also pointed out that the goods that Mr Parnell had been shown were not former Economat products, but products currently supplied by the ES-KO company. Mr. Gardeux also stated that in his opinion it was not the supply companies that were at fault, but that the problem was at the Contingent level.

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4. As can be seen at ref A (attached) this problem is certainly not a new one, Mr. Parnell has discussed the matter with Mr. C. Ayres/DCPO who was involved in a previous investigation whilst employed as a legal officer within the Boards of Enquiry Unit. Mr. Ayres informed him that the investigation was very thorough and had covered a large part of the mission area. However despite the thoroughness and the intensity of the investigation, the Contract Management Cell suspects that a no real facts were produced to establish who infact, was actually responsible for this flood of "Suspected" UNAMIR foodstuffs onto the local markets.

5. The Contract Management Cell has recently received a memo as at ref B (attached) from the new UNAMIR food supplier (ES-KO), stating their concerns about similar problems that they are experiencing to those mentioned in ref A. Therefore I feel that as a matter of course these matters must be brought to your attention.

6. Taking into consideration the problems currently faced in connection with that of the Status of Mission Agreement between UNAMIR and the Rwanda Government, particularly where UNAMIR Contractors are concerned it may be advisable to re-convene another Board of Enquiry or request that the Military Police or Civpol carry out the necessary investigations. This action will show that UNAMIR is aware of the situation and is endeavoring to take positive action. Thus alleviating any further problems should the relevant Rwanda authorities decide to intervene.

7. If you require any further information on any of the above, please do not hesitate to contact the CMC on extension 11627 or 11699.

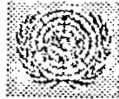
8. Hoping that this delicate problem can be resolved as soon as possible. Regards

Attachments: 2

(967)

**CONFIDENTIAL**

UNITED NATIONS  
ASSISTANCE MISSION FOR RWANDA



NATIONS UNIES  
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

**INTER-OFFICE MEMORANDUM**

23 September 1995

**TO:** Maj. Sichilima, Force Provost Marshal

**THROUGH:** Mr W. Clive, OIC Adm *[Signature]*

**FROM:** Mr G. Brière, CCM *[Signature]*

**INFO:** Mr S. Khan, SRSG  
Mr M. Ncube, C BOI & Legal Advisor  
Mr D. Stuckless, CMC CAA 5  
Mr G. Boella, CMC CAA 6  
Col W. Fletcher, DCOS Sp  
Maj S.A. Dare, OC Force MP Coy

**REF:** MP Inv. Report # UNAMIR/KIG/855-04-95 dated 8 Sept 1995.

**SUBJECT:** MP INVESTIGATION REPORT -  
UNAMIR FOOD ITEMS IN LOCAL MARKETS

1. The report made on the above mentioned subject has been received and reviewed. In our opinion this report is incomplete and based on the content of the report it is our view that the investigation has not been carried out in a thorough manner. We believe that if extensive inquiries were to be made in all areas concerned and Contingent Logistic Officers were to cooperate, the culprits could be identified and action taken accordingly.
2. It is understood from your report that the MP's have no legal right to search and arrest locals but we are least concerned on what action is taken against the locals since obviously this is not our goal. Our main aim is to determine how the food gets to the local market and if our Staff either Military or Civilian actually exchange or sell the food commodities in the local Market.
3. During investigations into this issue a member from CMC provided useful information to the investigating MP NCO's that the UNAMIR Security Officer based at Kigali Airport could provide a registration number of a UNAMIR vehicle once seen if loading food rations in down town Kigali. Apparently this lead whether genuine or not was not followed and therefore did not appear in your report.

**CONFIDENTIAL**

CONFIDENTIAL

4. Reference to paragraph 5 of the investigation report, Mr Parnell of CMC did not leave the mission on the said date, and he was actually available to be questioned on 26 Aug 95. However, he was repatriated on the 31st of August 95.

5. We strongly believe that the Contractors interviewed should not have been asked to visit the sites where the alleged food stuffs were seen or stored because this could have easily jeopardized their position. The investigating MP's could have sought directions from the Contractors and with the assistance of the local Gendarmerie visited the alleged sites for further investigations. We also think that the statement made at paragraph 6 (c) to the effect that it is possible that the food is brought in the local markets by the contractors themselves is **totally inappropriate**. This is definitely an avenue to explore but no such statement should appear in the conclusion section of the report investigation unless it has investigated and proof to that effect have been found.

6. It is also rather disturbing that the present investigation report is very similar to a previous report made on the same subject earlier this year. We wish to reiterate the important significance that we attach to the alleged complaints. Very serious political implications may result if the Rwandese Government were to blame UNAMIR for bringing in Duty free food items into the local market. We are aware that at one time the Customs Department had approached one of the Contractors to find out if this Contractor was actually distributing UNAMIR food items in the local markets.

7. We therefore urge you to reopen this case and conduct a thorough investigation. Considering the complexity and the implications of the case we strongly suggest that you assign this investigation to a Senior Non Commissioned Officer from your Unit. CMC staff, mainly Mr Boella and Mr Stuckless, are available to provide any assistance to the MP's when requested. We recommend that you also seek assistance from the RPA Liaison Officer at UNAMIR HQ to enable the investigators gain access to information in the local markets.

Your urgent attention in this matter would be very much appreciated.



UNAMIR - MINUAR

*This report makes  
serious charges based  
on plausible conclusions.  
I feel ED should join in*

*highlighted  
committee and recommend  
ration* **TO:** Mr. Shaharyar Khan  
SRSG

*Shaharyar Khan  
25.9* **FROM:** Paul Ischlika  
CSO/ASC

DATE: 25 September 1995

REF.: UNAMIR/SO/148

**SUBJECT: MILITARY POLICE INVESTIGATION REPORT - FLOODING OF LOCAL  
MARKETS WITH UNAMIR FOOD ITEMS**

1. The flooding of the local markets with UNAMIR food items among other commodities, has been a long outstanding issue over which management has always expressed grave concern. The perpetrators of such illegal acts, as rightly mentioned in the report, are not only tarnishing the good image of the mission but also the United Nations as a whole.

2. Numerous investigations into this matter have been conducted time and again, but there has been no clue as to how these food stuffs are finding their way into the local markets in such large quantities.

3. Studying the investigation report of the military police, I am pleased to say that the report has thrown much light into this dubious deal, in which some people are enriching themselves at the expense of the mission.

4. From the report, there seem to be two suppliers of food items to UNAMIR:

(i) Mr. Thierry Gardeux, Regional Manager - Economat

(ii) Mr. Mario Gavagnin, Operational Manager - Es-Ko Food

5. **MR. MARIO GAVAGNIN - OPERATIONAL MANAGER, Es-Ko**

(a) In para 3 of the report, Mr. Gavagnin admitted seeing UNAMIR vehicles parked at the market but cannot attest whether they were executing legal transactions. He further mentioned that he had neither seen nor arrested any UNAMIR personnel selling/giving ration at the market.

Further more, he confirmed seeing his food stuff flooding the market in a bakery in Gisenyi where he said he found quantities of flour during a visit to Gisenyi.

- (b) Mr. Gavagnin said he had never issued ration to refugees/locals on any humanitarian grounds, and that his men are thoroughly searched by the RPA at the airport gate.
- (c) The report further revealed that Mr. Gavagnin refused to surrender copies of his customs papers on the basis that they were his confidential documents, and further more, he refused to give any written statement to the effect.

6. MR. THIERRY GARDEUX - REGIONAL MANAGER, ECONOMAT

- (a) In para 4 of the report, Mr. Gardeux refused to take the team of investigators (visit) to the local businessman whom he Gardeux claimed to have large quantities of UNAMIR food stuffs so that the businessman could declare his source of supply. According to Mr. Gardeux he said this was against his business norms and regulations and therefore cannot disclose the local businessman.
- (b) Mr. Gardeux also refused to make any written statement to the effect.

COMMENTS:

- (a) There is no doubt that both Economat and Es-Ko food companies are registered contractors to UNAMIR;
- (b) That there must be written agreement between their companies and UNAMIR, clearly stating the legal obligations on the part of both parties, i.e UNAMIR/Contract Companies;
- (c) That the presence of these companies in Rwanda are exclusively for the services of UNAMIR, which does not cover any private business transaction with any one outside UNAMIR;
- (d) That refusing to produce their custom papers for verification by the investigation team leads to one conclusion - that they are importing excess food stuff under UNAMIR, which they are selling to the local markets.
- (e) That refusing to make any written statement does not give any credence to their verbal statements, which amounts to avoiding legal implications;
- (f) Assuming that the military personnel were given their rations away on humanitarian grounds, it will be on individual basis and not in large quantities as found in a bakery in Gisenyi, and the unidentified businessman;

- (g) The management of the two contract companies - Economat and Es-Ko Food, who are the sole suppliers of UN food stuff have failed to prove the legality of their transactions by refusing;
  - (i) To produce their custom papers for inspection;
  - (ii) To identify the local businessman in possession of large quantities of UN food stuff; and
  - (iii) To make any written statement.

#### FINDINGS:

- (i) That the two contract companies - Economat and Es-ko Food, with all due respect, did not behave responsibly in the entire investigation;
- (ii) That they are the sole importers of the UN food stuff for the military contingents;
- (iii) That by concealing vital pieces of information and documents, they were either covering up their involvement or accomplishes in the crime;
- (iv) That they were importing excess food stuff which they were selling to the local markets either directly or through their agents (Accomplishes); which tantamounts to misplacement of trust, immunities and privileges bestowed upon them by UNAMIR i.e Tax exemptions;
- (v) That in the absence of any other proof, the management of the two contract companies be held responsible as the sole perpetrators of the evil crime, which has been tarnishing the good image of the Mission.

#### RECOMMENDATION:

Having reviewed the military police investigation report which was submitted to me by the Executive Director, I wish to recommend in view of the above analysis, that:

- (1) The management of the two companies - Economat and Es-Ko food be asked for a thorough explanation, failing which, their contracts should be suspended pending thorough investigation into their overall operations;
- (2) The managements of Economat and Es-Ko food be formally requested to produce all their customs declaration papers, and the identity of the local businessman;

- (3) The same investigation team reinvestigate, and any excess supply of food imported and soled to the local markets, the companies be made to pay the requisite custom duty;
- (4) The management of the two companies send letters of apologies to UNAMIR for their behavior;
- (5) The Force Commander sends out administrative instructions to all contingent commanders and military personnel strictly warning them to desist from all such practices, and severe consequences against would-be offenders.

Please find attached copy of the military police investigation report all for your attention, and necessary action.

cc: ED  
FC  
FPM

(967)

CONFIDENTIAL

UNITED NATIONS  
ASSISTANCE MISSION FOR RWANDA



NATIONS UNIES  
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

INTER-OFFICE MEMORANDUM

23 September 1995

TO: Maj. Sichilima, Force Provost Marshal

THROUGH: Mr W. Clive, OIC Adm

FROM: Mr G. Brière, CCM

INFO: Mr S. Khan, SRSG  
Mr M. Ncube, C BOI & Legal Advisor  
Mr D. Stuckless, CMC CAA 5  
Mr G. Boella, CMC CAA 6  
Col W. Fletcher, DCOS Sp  
Maj S.A.Dare, OC Force MP Coy

REF: MP Inv. Report # UNAMIR/KIG/855-04-95 dated 8 Sept 1995.

SUBJECT: MP INVESTIGATION REPORT -  
UNAMIR FOOD ITEMS IN LOCAL MARKETS

1. The report made on the above mentioned subject has been received and reviewed. In our opinion this report is incomplete and based on the content of the report it is our view that the investigation has not been carried out in a thorough manner. We believe that if extensive inquiries were to be made in all areas concerned and Contingent Logistic Officers were to cooperate, the culprits could be identified and action taken accordingly.

2. It is understood from your report that the MP's have no legal right to search and arrest locals but we are least concerned on what action is taken against the locals since obviously this is not our goal. Our main aim is to determine how the food gets to the local market and if our Staff either Military or Civilian actually exchange or sell the food commodities in the local Market.

3. During investigations into this issue a member from CMC provided useful information to the investigating MP NCO's that the UNAMIR Security Officer based at Kigali Airport could provide a registration number of a UNAMIR vehicle once seen if loading food rations in down town Kigali. Apparently this lead whether genuine or not was not followed and therefore did not appear in your report.

C:\DATA\FOOD\MP\_REPOR.002

CONFIDENTIAL

1/2

② SRSG / Legal Advisor  
Officer  
Carbon, here is a  
copy of the letter I  
wrote on the subject  
Brière  
CCM  
5/10/95

CONFIDENTIAL

4. Reference to paragraph 5 of the investigation report, Mr Parnell of CMC did not leave the mission on the said date, and he was actually available to be questioned on 26 Aug 95. However, he was repatriated on the 31st of August 95.
5. We strongly believe that the Contractors interviewed should not have been asked to visit the sites where the alleged food stuffs were seen or stored because this could have easily jeopardized their position. The investigating MP's could have sought directions from the Contractors and with the assistance of the local Gendarmerie visited the alleged sites for further investigations. We also think that the statement made at paragraph 6 (c) to the effect that it is possible that the food is brought in the local markets by the contractors themselves is **totally inappropriate**. This is definitely an avenue to explore but no such statement should appear in the conclusion section of the report investigation unless it has investigated and proof to that effect have been found.
6. It is also rather disturbing that the present investigation report is very similar to a previous report made on the same subject earlier this year. We wish to reiterate the important significance that we attach to the alleged complaints. Very serious political implications may result if the Rwandese Government were to blame UNAMIR for bringing in Duty free food items into the local market. We are aware that at one time the Customs Department had approached one of the Contractors to find out if this Contractor was actually distributing UNAMIR food items in the local markets.
7. We therefore urge you to reopen this case and conduct a thorough investigation. Considering the complexity and the implications of the case we strongly suggest that you assign this investigation to a Senior Non Commissioned Officer from your Unit. CMC staff, mainly Mr Boella and Mr Stuckless, are available to provide any assistance to the MP's when requested. We recommend that you also seek assistance from the RPA Liaison Officer at UNAMIR HQ to enable the investigators gain access to information in the local markets.
8. Your urgent attention in this matter would be very much appreciated.

UNITED NATIONS  NATIONS UNIES

POSTAL ADDRESS—ADRESSE POSTALE: UNITED NATIONS, N.Y. 10017  
CABLE ADDRESS—ADRESSE TELEGRAPHIQUE: UNATIONS NEWYORK

F/IN - 2578

REFERENCE:

TO: Mr. Mtshana M. Ncube Legal Office, UNAMIR	FROM: Bruce C. Rast Director General Legal Division Office of Legal Affairs
cc: Mr. H. Medili	
Fax : (212) 963-3090	Fax : 212-963-3155 Tel : (212) 963-5361
ATTN:	File:
Info:	Drafted by: JA
Date: 13 October 1995	Total no. of pages in

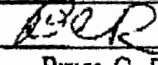
The questions raised in this cable have already been addressed in UNAMIR cable of 29 Sept. to Medili, which was a response to Medili's cable of 25 Sept. Apparently Medili's office did not give a copy of that 29.9 cable to OLA.

DZou-Ma,  
18.10.95

Re: UNAMIR contractors

In accordance with your request to Ms. J. Amer of this Office, please find attached copies of memoranda from this Office advising that UN contractors are not members of UNAMIR. In addition and as we have indicated to FALD, in order for us to be able to advise on the particular charges which we understand are being imposed by the Government of Rwanda on UN contractors, the following information is required from UNAMIR: (a) a listing of the items, if any, which the Government is holding up, pending payment of charges; (b) a listing of charges which the Government is imposing on Brown and Root for conducting business in Rwanda, e.g., social security; (c) a description of all charges which the Government is imposing on UN contractors; (d) a copy of the Rwandan law and any other documents/information setting out the nature and rate of the charges which the Government is imposing on UN contractors.

Cleared by:

  
Bruce C. Rashkow  
Director  
General Legal Division, OLA

If transmission not received in good order, call 3.5361

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2  
of

cc CAC  
CISS

MR. M.-M. NCUBE  
(LEGAL OFFICE)

Envel Attachment  
dated 21/6/95 shd be  
copied to SCMA file  
16/10/95

United Nations  Nations Unies  
INTEROFFICE MEMORANDUM MEMORANDUM INTERIEUR

✓ 44 28.22.1  
X 44 31.1.3  
RZ/LB  
OLA file

TO: Mr. Hédi Annabi, Director  
Africa Division, DPKO

DATE 21 June 1995

REFERENCE

THROUGH:  
S/C DE:

FROM:  
DE:

Ralph Zacklin, Director and Deputy  
to the Under-Secretary-General  
Office of Legal Affairs

SUBJECT:  
OBJET

UNAMIR - Custom duties on goods and supplies imported to Rwanda  
by UN contractors

1. This is with reference to your note and memorandum (with attachments) dated 8 and 14 June 1995 respectively, concerning the difficulties encountered by UN contractors serving UNAMIR. You particularly requested our views regarding the position taken by the Government of Rwanda that UN contractors engaged in importing goods and services for the official use of UNAMIR must pay customs duties. Our views on this matter are as follows.
2. The equipment, provisions, supplies and other goods which are imported into Rwanda by UN contractors for the official and exclusive use of UNAMIR are purchased with United Nations funds and are therefore, the property of the United Nations. As such, they should be treated as imports of the United Nations of which UNAMIR is a subsidiary organ and should, therefore, be exempt from custom duties. The status of United Nations property is provided for under the Convention on the Privileges and Immunities of the United Nations (the Convention) to which Rwanda is a Party and is further specified in the relevant provisions of the Agreement concluded on 5 November '93 between the UN and Rwanda on the status of UNAMIR (the SOFA). Specifically, pursuant to Section 7 (b) of Article II of the Convention, "the United Nations, its assets, income and other property shall be exempt from custom duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the United Nations for its official use." Pursuant to paragraph 15 of the SOFA, UNAMIR, as a subsidiary organ of the United Nations, enjoys the status, privileges and immunities of the United Nations in accordance with the Convention. Moreover, paragraph 15 specifically provides that Article II of the Convention applies to UNAMIR, in particular, the right to import free of all customs duties, excise taxes, clearance fees, levies and any other charges or restrictions on equipment, provisions, supplies and other goods which are for the exclusive and official use of UNAMIR.

3. As regards the more general question of a possible revision of the UNAMIR SOFA, we note that by its resolution 995 (1995) of 9 June, the Security Council inter alia, modified the mandate of UNAMIR and urged the Government of Rwanda and UNAMIR "to continue to implement the agreements made between them, in particular the Status of Mission Agreement of 5 November 1993 and any subsequent agreement concluded to replace that Agreement on order to facilitate the implementation of the new mandate." Thus, while the Security Council appears to have contemplated the possibility of a further agreement to reflect the change in the mandate of UNAMIR, it made clear that the existing SOFA continues to apply.

4. Any amendment to the SOFA which the Government of Rwanda may propose, as you indicate in your memorandum dated 14 June 1995, will have to be considered in light of the fundamental principles of the Convention and the customary principles and practices of UN peace-keeping or similar operations reflected in the model SOFA. In the absence of any agreed amendment, the existing SOFA will continue to regulate the status of UNAMIR. This Office is willing to examine seriously any proposals that the Government wishes to make in this regard within the framework outlined above.

5. For your information, I would like to indicate that certain difficulties encountered by UN contractors in servicing peace-keeping operations, such as those described in the attachments to your note and memorandum on the above subject, are being addressed by this Office with a view to inserting in future SOFAs provisions on facilities which may be necessary for UN contractors in the performance of their duties.

cc: Mr. H. Medili  
Mr. F. Ssekandi

OUT-GOING CODE CABLE

11  
CRW-294 1/2

TO: ANNAN/GOULDING/CORELL, UNATIONS, NEW YORK

INFO: MEDILI, UNATIONS, NEW YORK

FROM: SHAHARYAR M. KHAN, UNAMIR, KIGALI

*Shaharyar M. Khan*

DATE: 28 August 1995

NO: MIR - 3073

NO. OF PAGES: 2

SUBJECT: STATUS OF UNAMIR CONTRACTORS

1. We refer to the legal opinion dated 14 August 1995 given by Mr. Corell to Mr. Medili regarding the status of the French company, Economat de l'Armée, which enclosed a copy of a memorandum addressed to Mr. Riza from Mr. Corell dated 23 June 1995 on the status of contractors and suppliers to United Nations peace-keeping operations.

2. Based upon the contents of these two documents, as well as the existing Status of Mission Agreement (SOMA) between the United Nations and the Government of Rwanda, it appears that the privileges and immunities granted to UNAMIR contractors are narrowly defined to the extent that these contractors can only claim exemption from the payment of direct taxes and customs duties on goods imported for the official and exclusive use of UNAMIR. However, recent conversations with representatives of some of our contractors reveal that they are operating in Rwanda under the assumption that they are also exempt from the payment of turnover tax (impôt sur les chiffres d'affaires) and social security benefits for their local Rwandese employees, as well as other requirements for foreign companies operating in Rwanda (e.g., compliance with governmental requirements for the registration of business entities).

3. Some of our contractors have provided services to other United Nations peace-keeping missions where the absence of a properly-functioning national or local government to enforce business regulations has given them the impression that they are de facto exempt from certain obligations vis à vis the national authorities. As such, we would appreciate it if clarification is provided to all UNAMIR contractors on this issue, either through New York or here in Kigali. In particular, we think it would be advisable to specify that our contractors are not exempt from the payment of social security and turnover tax, as well as from registration as a commercial enterprise, but that efforts are underway by the United Nations to extend to contractors certain

facilities which would facilitate the performance of their assigned tasks (e.g., freedom of movement for the proper performance of services, prompt issuance of necessary visas, licences or permits, exemption from immigration restrictions and alien registration, etc.).

4. In this regard, please advise whether you think it appropriate for this clarification to be made through New York or at the local level here in Kigali.

5. As you are aware, the implication of the decision by the Office of Legal Affairs on the status of contractors in United Nations peace-keeping operations is that the contractors' financial liability for the payment of such taxes will ultimately have to be reimbursed by the United Nations in cost plus fee contracts (as in the case of Brown & Root Services Corporation).

6. With respect to the status of the French company ECONOMAT, we request that a reconsideration of the legal opinion be made bearing in mind the following points:

a) The Letters of Assist for the provision of fresh food and subsistence rations to UNAMIR troops were signed between the United Nations in New York and the Government of France. Unlike our other contractors, this is not a case where a contractual arrangement was made between the United Nations and a commercial entity.

b) ECONOMAT is a wholly-owned state company and not a private enterprise. As stated in our MIR 2798, it was requested by the French Ministry of Defence to execute the obligations undertaken by the French Government in its agreements with the United Nations.

c) Based upon paragraph 1 (a) (ii) of the original French text of the SOMA, ECONOMAT could be considered a civilian component of UNAMIR, because it falls within the purview of "d'autres personnes...mises à la disposition de la MINUAR par les Etats participants."

d) Contrary to what has been stated, ECONOMAT was not "merely providing foodstuffs to UNAMIR". By providing subsistence rations and fresh food to our military component, ECONOMAT was performing a highly important function for the United Nations to the extent that the survival of our troops depended upon ECONOMAT's ability to perform its tasks properly. In this respect, the services provided by ECONOMAT can be distinguished from those provided by other UNAMIR contractors. It is indeed unfortunate that despite ECONOMAT's significant contribution to a United Nations peace-keeping effort, it is now faced with an alleged financial liability of \$3,000,000 to the Rwandese Government.

7. We would appreciate hearing your comments on the above issues at the earliest, both with regard to notification to UNAMIR contractors of the limited extent of their privileges and immunities vis à vis host Governments, as well as our determination that ECONOMAT should be regarded as a civilian component of UNAMIR under the SOMA.

8. Best regards.

OUT-GOING CODE CABLE

TO: ANNAN/GOULDING/CORELL, UNATIONS, NEW YORK

INFO: MEDILI, UNATIONS, NEW YORK

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*Shaharyar M. Khan*

DATE: 28 August 1995

NO: MIR

NO. OF PAGES: 2

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8. Best regards.



**OUTGOING CODE CABLE**

**MOST IMMEDIATE**

OUTGOING FAX NO. \_\_\_\_\_  
MIR NO. \_\_\_\_\_  
MISC NO. CMC 067

PAGE 1 OF 10

TO: K. ANNAN USG DPKO UNHQ, NEW YORK	FROM: S. KHAN SRSG UNAMIR KIGALI, RWANDA
ATTN: ANNAN	DATE: 10 JULY 1995
FAX NO: 212 963 1999	PHONE : 212-963-3582 Ext. 11002 FAX NO: 212-963-3090
DRAFTED BY: G. BRIERE CCM	If all pages are not received in good order please contact number listed above.
CLEARED BY: C. OUZIEL, CAO  W. CLIVE, CISS	SECTION: SPECIAL REPRESENTATIVE OF THE SECRETARY GENERAL
INTERNAL DISTRIBUTION: SRSG, FC, CAO, CISS, CCM	
REF: A. MIR 1094 DATED 22 MARCH 1995 B. MIR 2024 DATED 08 JUNE 1995 C. CMC 056 DATED 16 JUNE 95 D. CMC 063 DATED 21 JUNE 1995	
SUBJECT: UNAMIR CONTRACTUAL PROBLEMS	

**PART I - GENERAL**

1. THE AIM OF THIS FAX IS TO INFORM YOU OF THE VERY SERIOUS DIFFICULTIES THAT UNAMIR IS FACING WITH ITS CONTRACTORS. THESE PROBLEMS ARE DUE TO TWO MAIN CAUSES: LACK OF SUPPORT FROM UN NY AND THE POSITION THAT THE RWANDESE GOVERNMENT IS TAKING

TOWARDS THE CONTRACTORS SUPPORTING UNAMIR.

2. THIS INFORMATION IS FORWARDED TO YOU IN ORDER FOR YOU TO APPLY PRESSURE ON THE DIFFERENT AGENCIES INVOLVED IN UN NY TO EXPEDITE THE PROCESS IN RESOLVING THE DIFFICULTIES.

3. AS YOU ARE WELL AWARE, UNAMIR LARGELY DEPENDS ON CONTRACTORS FOR ITS LOGISTICAL SUPPORT. IT IS THEREFORE CRUCIAL THAT UN NY PROVIDES ADEQUATE SUPPORT TO ENSURE THAT CONTRACTS ARE PREPARED AND SIGNED IN A TIMELY MANNER AND THAT THE STATUS OF THE CONTRACTORS IS CLEARLY DEFINED IN UNAMIR'S STATUS OF MISSION AGREEMENT (SOMA).

4. SEVERAL REPORTS WERE SENT TO UN NY ON THE DIFFICULTIES THAT UNAMIR IS FACING IN THESE TWO AREAS. A SUMMARY OF THE DIFFICULTIES FACED BY UNAMIR IS PROVIDED IN THE NEXT FEW LINES BUT ADDITIONAL DETAILS CAN BE FOUND IN THE FOUR FAX SENT UNDER COVER OF REF A TO D.

***PART II - REVIEW OF THE PROBLEMS***

**CONTRACTUAL ISSUES.**

5. UNAMIR HAS BEEN FACING A MAJOR SHORTFALL IN THE TWO MOST CRUCIAL AREAS OF SUPPORT (SUPPORT SERVICES AND FRESH RATIONS) SINCE THE BEGINNING OF THE MISSION. THE SITUATION CAN BE SUMMARIZED AS EXPLAINED IN PARAGRAPHS 6 TO 20.

**SUPPORT SERVICES CONTRACT.**

6. AS YOU RECALL, IN ORDER TO DEPLOY THE ADDITIONAL TROOPS REQUIRED TO FULFILL THE MANDATE AFTER THE WAR, IT WAS NECESSARY TO PROVIDE THE INFRASTRUCTURE TO SUPPORT THESE TROOPS THROUGH A CIVILIAN CONTRACTOR ON AN EMERGENCY BASIS DUE TO THE ABSENCE OF FIRM COMMITMENTS FROM MEMBER STATES FOR MILITARY LOGISTICS. CONSIDERING THE URGENCY OF THE SITUATION, IT WAS DECIDED TO EXTEND THE SERVICE CONTRACT IN PLACE IN UNOSOM TO UNAMIR WITH THE UNDERSTANDING THAT A SEPARATE CONTRACT FOR UNAMIR WOULD BE NEGOTIATED AND PUT IN PLACE ASAP. ONE MUST RECALL THAT THE CONTRACTOR PROVIDING THESE SERVICES, BROWN AND ROOT SERVICES CORPORATION (BRSC), WAS SELECTED IN UNOSOM WITHOUT A PROPER BIDDING PROCESS. BRSC WAS SELECTED BECAUSE THEY WERE ALREADY SUPPORTING THE AMERICAN FORCES UNDER LOGCAP. AS THE AMERICAN FORCES WERE LEAVING SOMALIA IN SPRING 1994, UN NY DECIDED TO SIGN A CONTRACT WITH BRSC ON 31 MARCH 1994 FOR AN INITIAL PERIOD OF SIX MONTHS WITH AN OPTION TO EXTEND THE

CONTRACT FOR AN ADDITIONAL PERIOD UP TO ANOTHER SIX MONTHS AND WITH THE INTENT TO ENTER A BIDDING PROCESS ASAP.

7. AFTER THE INITIAL SIX MONTHS OF THE CONTRACT EXPIRED (30 SEPT 94), UN NY DECIDED TO EXTEND THE UNOSOM CONTRACT FOR AN ADDITIONAL PERIOD OF THREE MONTHS (01 OCT TO 31 DEC) WITH THE UNDERSTANDING THAT AN AMENDMENT TO THAT CONTRACT WOULD BE SIGNED IN ORDER FOR UNAMIR TO BECOME INDEPENDENT OF UNOSOM IN THE ADMINISTRATION OF ITS CONTRACT. THIS AMENDMENT KNOWN AS AMENDMENT #2 WAS SIGNED ON 29 DEC 94 AND THE BUDGET FOR UNAMIR FOR THIS PERIOD WAS APPROVED IN UN NY ON 05 DEC 94 (YOU WILL ALSO RECALL THAT THE BUDGET FOR THE MANDATE 09 JUNE - 08 DEC 94 WAS APPROVED ONLY IN DEC 94). DURING THIS PERIOD UNAMIR HAD TO ADMINISTER THE CONTRACT WITH NO OFFICIAL BUDGET AND NO OFFICIAL DOCUMENT WHICH CONSEQUENTLY CREATED A MYRIAD OF PROBLEMS. UNAMIR WAS ASKED IN EARLY OCT 94 TO WRITE A STATEMENT OF WORK (SOW) WITH A VIEW TO ENTERING INTO A BIDDING PROCESS FOR THIS CONTRACT. THIS SOW HAD TO BE UPDATED IN NOV AND AGAIN IN DEC BUT THE BIDDING PROCESS WAS NEVER INITIATED DURING THIS PERIOD.

8. IN LATE DEC 94, UN NY INFORMED UNAMIR THAT THEY INTENDED TO EXTEND BRSC CONTRACT FOR AN ADDITIONAL PERIOD OF ONE MONTH (01 JAN - 31 JAN 95). THIS AMENDMENT KNOWN AS AMENDMENT # 3 WAS APPROVED ONLY ON 27 JAN 95 AND THE BUDGET FOR THIS PERIOD WAS ALSO APPROVED VERY LATE i.e. ON 28 FEB 95. DURING THIS PERIOD UNAMIR WAS AGAIN REQUESTED TO UPDATE ITS SOW WITH A VIEW TO ENTERING A BIDDING PROCESS.

9. IN LATE JAN 94, UN NY ONCE AGAIN DECIDED TO EXTEND THE BRSC CONTRACT FOR AN ADDITIONAL PERIOD OF FOUR MONTHS (01 FEB - 31 MAY 95). THIS AMENDMENT KNOWN AS AMENDMENT # 4 WAS APPROVED ONLY ON 12 MAY 95 AND THE BUDGET FOR THIS PERIOD WAS ALSO APPROVED ON 12 MAY 95. HOWEVER, THE BIDDING PROCESS STARTED DURING THIS PERIOD AND A DETAILED TIME LINE WAS ESTABLISHED WHERE A NEW SERVICES CONTRACT WAS TO BE SIGNED BY 05 APRIL 95 FOR A CONTRACT WHICH WAS TO TAKE EFFECT ON 01 JUNE 95. AS OF 10 JULY 95, MORE THAN THREE MONTHS SUBSEQUENT TO THE DATE THAT THIS CONTRACT SHOULD HAVE BEEN SIGNED, WE ARE STILL WITHOUT A SIGNED CONTRACT.

10. YOU SHOULD ALSO BE MADE AWARE THAT ONCE THE BIDDING PROCESS WAS COMPLETED, TWO CONTRACTORS (BRSC AND SERV-AIR) WERE INITIALLY SELECTED (AGAINST THE RECOMMENDATION OF UNAMIR) TO REPLACE BRSC. ANNOUNCEMENTS WERE MADE IN LATE APRIL AND NEGOTIATIONS WITH THE TWO COMPANIES TOOK PLACE IN EARLY MAY. IT BECAME CLEAR DURING THESE NEGOTIATIONS THAT TWO CONTRACTORS

WOULD BE MUCH TOO EXPENSIVE (DUE TO PROHIBITIVE OVERHEAD COSTS OF TWO COMPANIES) AND HCC DECIDED TO SELECT ONLY ONE CONTRACTOR WHICH WAS BRSC. THEY WERE INFORMED BY PTS ONLY IN MID JUNE 95. HOWEVER, SINCE NO CONTRACT HAD BEEN SIGNED BY 31 MAY 95 (EXPIRY DATE OF THE LAST EXTENSION UNDER AMENDMENT # 4) THERE WAS NO CHOICE THAN TO PROCEED WITH A DEMOBILIZATION OF MORE THAN HALF OF THE WORK FORCE (FROM 1,900 LOCAL NATIONAL EMPLOYEES TO 800 AND FROM 139 INTERNATIONAL STAFF TO 69). THIS WAS DONE IN ORDER TO IMPLEMENT THE BASE LINE ESTABLISHED IN THE BRSC PROPOSAL SINCE NO OTHER GUIDELINES WERE PROVIDED AND NO MONEY WAS SET ASIDE TO MAINTAIN THE WORK FORCE IN PLACE EXCEPT FOR THE TRANSITION PERIOD.

11. CONSIDERING THESE MAJOR DELAYS, A SERIES OF NEGOTIATIONS TOOK PLACE BETWEEN PTS AND BRSC TO EXTEND THE TRANSITION PERIOD UNTIL THE STAFF IDENTIFIED IN BRSC PROPOSAL COULD BE MOBILIZED. AS OF TODAY, UNAMIR HAS STILL NOT BEEN OFFICIALLY NOTIFIED OF THESE DETAILS. BRSC HAS NOW ONLY 61 EXPATRIATE EMPLOYEES IN THEATER AND THE NUMBER IS DECREASING SINCE ONLY 23 OF THE 69 EMPLOYEES WERE TO STAY HERE PERMANENTLY WHEREAS THE OTHER 46 WERE TO REMAIN IN RWANDA UNTIL REPLACEMENT STAFF PROPOSED BY BRSC IN THEIR PROPOSAL WERE TO ARRIVE. THESE 46 EMPLOYEES WERE TOLD IN MARCH THAT THE TRANSITION PERIOD WOULD BE FINISHED BY 01 JUNE 95. HOWEVER, SINCE THE TRANSITION PERIOD IS EXTENDED MONTH AFTER MONTH BRSC IS TRYING TO RETAIN AS MANY AS POSSIBLE BUT MANY OF THEM ARE NOT HAPPY WITH THIS ARRANGEMENT AT ALL. IT IS ALSO TO BE NOTED THAT UNDER THE TERMS OF THE NEW CONTRACT, THESE EMPLOYEES HAVE SEEN THEIR PAY AND SOCIAL BENEFIT PACKAGES REDUCED DRASTICALLY.

12. COMPLICATING THE SITUATION FURTHER, THE NEW MANDATE OF THE MISSION HAS CREATED A TREMENDOUS AMOUNT OF ADDITIONAL WORK TO SUPPORT THE DEMOBILIZATION AND THE REDEPLOYMENT OF OUR TROOPS. TO COMPOUND THE PROBLEM, UNAMIR IS REQUESTED TO PROVIDE ASSISTANCE TO THE RWANDESE GOVERNMENT (ACCORDING TO THE NEW MANDATE ARTICLE 3 C). THESE ADDITIONAL TASKS WERE NOT IDENTIFIED IN THE SOW PREPARED IN FEB 94. BRSC PROPOSAL DEVELOPED FOR THE NEW CONTRACT DID NOT FACTORIZE THESE REQUIREMENTS IN THE EQUATION.

13. NOTWITHSTANDING ALL THESE DIFFICULTIES, UNAMIR AND BRSC HAVE TAKEN SOME MEASURES IN ORDER TO PROVIDE AT LEAST THE STRICT ESSENTIAL SUPPORT TO THE MISSION. **HOWEVER, IT IS IMPORTANT TO STRESS THAT ALL THIS WAS AND IS STILL DONE WITH NO OFFICIAL BUDGET, NO CONTRACT AND NO OFFICIAL GUIDELINES FROM UN NY. THIS SITUATION CANNOT CONTINUE ANY LONGER, THE CONTRACT AND**

**THE BUDGET ASSOCIATED WITH THIS CONTRACT MUST BE APPROVED/  
SIGNED NOW TO AVOID ADVERSE CONSEQUENCES TO THE SUPPORT OF  
THE MISSION AND THE DEMOBILIZATION PLAN.**

**FRESH FOOD PROVISION AND SUSTAINMENT RATIONS**

14. IN THIS CASE, UN NY SIGNED A LETTER OF ASSIST (LOA 94/01) WITH THE FRENCH GOVERNMENT IN JAN 94 TO PROVIDE FRESH FOOD TO UNAMIR FOR THE PERIOD 01 FEB 94 TO 31 MAY 94. THE FRENCH GOVERNMENT REQUESTED ONE OF THEIR GOVERNMENT SOCIETIES, LES ECONOMATS DE L'ARMEE, TO PROVIDE THE SERVICES.

15. THIS LOA WAS MODIFIED ON 07 APRIL 94 DUE TO THE WAR IN RWANDA, TO DELIVER THE FOOD TO NAIROBI INSTEAD OF KIGALI. THE LOA WAS FURTHER EXTENDED FROM 01 JUNE 94 TO 31 AUG 94 AND THE DELIVERY POINT WAS CHANGED TO KIGALI STARTING 06 AUG 94. THIS LATEST EXTENSION WAS SIGNED IN LATE AUG 94.

16. THE LOA 94/01 WAS FURTHER EXTENDED FOR THE PERIOD OF 01 SEPT 94 TO 31 DEC 94 WITH AN OPTION TO EXTEND UNTIL 31 JAN 95. THIS EXTENSION WAS SIGNED ONLY ON 09 DEC 94 AND THE OPTION OF EXTENDING UNTIL 31 JAN 95 WAS EXERCISED. THIS LOA WAS EXTENDED ONCE AGAIN FROM 01 FEB 95 TO 30 APR 95. THIS EXTENSION WAS ONLY SIGNED ON 28 MARCH 95. THE LOA 94/01 WAS FURTHER EXTENDED FOR THE PERIOD OF 01 MAY 95 TO 30 JUNE 95. NO SIGNED COPY OF THIS LAST EXTENSION HAS BEEN RECEIVED BY UNAMIR AS YET.

17. ANOTHER LOA 94/02 WAS SIGNED ON 25 FEB 94 FOR THE SUM OF \$US 15,611,400 BETWEEN THE UN AND THE GOVERNMENT OF FRANCE WHERE LES ECONOMATS DE L'ARMEE WERE ONCE AGAIN SELECTED TO PROVIDE THE SERVICES. UNDER THIS LOA, SUSTAINMENT RATIONS WERE TO BE PROVIDED OVER AN EIGHT MONTH PERIOD (APR TO NOV 94) TO LOCAL TROOPS (20,000 RPF, 29,000 RGF AND 6,000 GENDARMES). ALL THESE SUSTAINMENT RATIONS REPRESENT 116 CONTAINERS OF RATIONS. 36 CONTAINERS WERE DELIVERED JUST BEFORE AND DURING THE WAR AND THEY WERE ALL LOOTED. THE OTHER 80 CONTAINERS WERE DIVERTED TO DAR ES SALAAM AND THEY HAVE BEEN REDISPATCHED BY ROAD, RAIL AND AIR TO RWANDA AFTER SEVERAL DISCUSSIONS TOOK PLACE ON WHAT TO DO WITH THEM. THE LAST TWO OF THESE CONTAINERS ARE EXPECTED IN KIGALI SHORTLY. SOME CONTAINERS WERE DESTROYED/DAMAGED IN DAR ES SALAAM SINCE THEY WERE STORED THERE FOR MORE THEN ONE YEAR BEFORE BEING MOVED. THIS IS A VERY COMPLEX CASE AND A BOARD OF INQUIRY WILL PROBABLY BE REQUIRED TO RESOLVE IT. THE UN HAS SO FAR REFUSED TO PAY FOR THESE RATIONS UNTIL THE WHOLE CASE IS RESOLVED. THE FRENCH GOVERNMENT/ LES ECONOMATS HAVE NOT YET RECEIVED A PENNY FOR THESE RATIONS.

18. IN MAY OF THIS YEAR AFTER SEVERAL REQUESTS FOR PAYMENT FOR LOA 94/01 AND 94/02, THE FRENCH GOVERNMENT DECIDED TO STOP PROVIDING FRESH RATIONS UNTIL PAYMENT WAS MADE. AFTER A FEW DAYS, THE UN DECIDED TO MAKE A PARTIAL PAYMENT (65 % OF THE AMOUNT DUE ON THE INVOICES RECEIVED AT THAT TIME FOR LOA 94/01). HOWEVER, UNAMIR HAD TO SUFFER AN INTERRUPTION OF DELIVERIES OF FRESH FOOD FOR SEVERAL DAYS.

19. ALL THE EXTENSIONS OF THE LOA 94/01 FOR THE PROVISION OF FRESH FOOD WERE NECESSARY BECAUSE THE BIDDING PROCESS TO SELECT A CONTRACTOR WAS POSTPONED ON SEVERAL OCCASIONS. THIS PROCESS FINALLY STARTED IN FEB 95 AND A NEW CONTRACTOR ES-KO INTERNATIONAL, A COMPANY BASED IN MONACO, WAS SELECTED IN MAY 95. HOWEVER, THE SIGNATURE OF THE CONTRACT WITH THIS COMPANY WAS ALSO POSTPONED ON SEVERAL OCCASIONS. THE NEW CONTRACT WAS SIGNED ONLY ON 26 JUNE 95 AFTER A SERIES OF DELAYS. SINCE THE NEW CONTRACTOR REQUIRED A MINIMUM OF 25 DAYS FROM THE SIGNATURE OF THE CONTRACT TO MOBILIZE, THE UN WAS FORCED TO ASK THE FRENCH GOVERNMENT ONCE AGAIN TO EXTEND THE LOA 94/01. THE FRENCH GOVERNMENT IMPOSED SEVERAL CONDITIONS AND THE MOST IMPORTANT OF WHICH WAS TO BE PAID IN FULL FOR ALL THE RATIONS DELIVERED SO FAR UNDER LOA 94/01 AND 94/02. THE UN PROPOSED TO MAKE A PARTIAL PAYMENT BUT THE FRENCH GOVERNMENT REFUSED. THEREFORE, THE UN WAS FORCED TO NEGOTIATE WITH ES-KO, AT THE LAST MINUTE AND AT GREAT COST, AN AMENDMENT OF THEIR CONTRACT TO EXPEDITE THE MOBILIZATION PROCESS. SINCE THIS AMENDMENT WAS APPROVED OFFICIALLY ON 30 JUNE 95, UNAMIR HAD TO SUFFER A SECOND INTERRUPTION OF DELIVERY OF FRESH FOOD FOR MORE THEN SIX DAYS. ES-KO RESUMED THE DELIVERY OF FRESH FOOD ON 06 JULY 95.

20. DUE TO THE LATE SIGNATURE OF THE CONTRACT WITH ES-KO, WE WILL ALSO HAVE TO MAKE AN ADDITIONAL SPECIAL ORDER OF FRESH RATIONS TO COVER THE PERIOD BETWEEN THE ARRIVAL OF THE FIRST SHIPMENT BY SHIP (60 DAYS AFTER THE SIGNATURE OF THE CONTRACT i.e. 26 AUG 95) AND THE QUANTITY OF FRESH RATIONS THAT THE CONTRACTOR MUST PROVIDE AS PER THE TERMS OF THE CONTRACT (28 DAYS OF RATIONS MUST BE IN THEATER 25 DAYS AFTER THE SIGNATURE OF THE CONTRACT IE ON 20 JUL 95). THESE RATIONS WILL THEN LAST UNTIL 18 AUG 95 WHICH MEANS THAT WE WILL HAVE TO PLACE AN ORDER TO BRING AN ADDITIONAL 08 DAYS OF FRESH FOOD BY AIR AGAIN AT GREAT COST TO THE UN IN ORDER TO COVER THE PERIOD UNTIL THE SHIP ARRIVES.

#### STATUS OF THE CONTRACTORS - SOMA.

21. THE STATUS OF THE CONTRACTORS IN THE SOMA IS ANOTHER VERY SERIOUS PROBLEM WHICH HAS BEEN THE OBJECT OF SEVERAL

CORRESPONDENCE. THIS PROBLEM HAS BEEN DISCUSSED WITH YOU DURING MY VISIT IN NY WHEN WE NEGOTIATED THE NEW MANDATE OF THE MISSION. THE SITUATION HAS TAKEN A SERIOUS TURN FOR THE WORSE DURING THE PAST FEW DAYS.

22. AS I EXPLAINED TO YOU, THE RWANDESE GOVERNMENT HAS IMPOUNDED SEVERAL PIECES OF EQUIPMENT/MATERIAL/FOOD DURING THE PAST FEW MONTHS: TWO VEHICLES WERE IMPOUNDED ON 09 MARCH 95 (THE PROCES VERBAL WAS SERVED ONLY ON 02 MAY 95), A FORK LIFT ON 08 MAY 95 (THE PROCES VERBAL WAS ONLY RECEIVED ON 13 JUNE 95), SPARE PARTS HAVE ALSO BEEN IMPOUNDED ON 14 APRIL 95 AND 43 TONS OF FLOUR WAS IMPOUNDED ON 17 MAY 95. ON 26 MAY 95, LES ECONOMATS WERE ALSO INFORMED BY THE RWANDESE GOVERNMENT THAT THEY WERE REQUESTED TO PAY INCOME TAX ON THEIR REVENUE FOR THE YEARS 1994 AND 1995 FOR A TOTAL SUM OF 464,885,616 RWF (APPROXIMATELY \$US 1.6M). FINALLY, THE GOVERNMENT OFFICIALS HAVE BEEN ASKING BRSC TO PAY THE SOCIAL BENEFITS ON THE SALARIES PAID TO ALL THE LOCAL NATIONALS WORKING FOR THEM RETROACTIVE TO THEIR ARRIVAL IN RWANDA. THIS TAX IS ESTABLISHED AT 3% OF THE GROSS SALARY PAYABLE BY THE INDIVIDUAL AND 5 % PAYABLE BY THE EMPLOYER. SINCE IT WOULD BE VERY HARD TO RECOVER THE MONEY FROM THE EMPLOYEES IT MEANS THAT BRSC WOULD HAVE TO PAY 8% ON ALL THE SALARIES PAID SO FAR WHICH REPRESENTS APPROXIMATELY \$US180,000 (8 % OF \$US 2.25M).

23. THE ONLY CASE OF THOSE DESCRIBED ABOVE WHICH HAS BEEN RESOLVED IS THE RELEASE OF THE FLOUR. THIS FLOUR WAS RELEASED ON 15 JUNE 95 AFTER SEVERAL MEETINGS WITH THE CUSTOMS AUTHORITIES (PLEASE REFER TO REF C FRO FURTHER DETAILS). UNAMIR TROOPS WERE WITHOUT OF BREAD FOR MORE THEN ONE WEEK BECAUSE OF THIS PROBLEM.

24. NO DEVELOPMENTS OCCURRED ON THE OTHER ISSUES UNTIL THIS PAST THURSDAY. ON 06 JULY, MR GARDEUX THE ECONOMAT REPRESENTATIVE, WAS CALLED BY THE CRIMINAL INVESTIGATIONS DEPARTMENT OF THE MINISTRY OF JUSTICE FOR INTERROGATION ON THE NON PAYMENT OF INCOME TAXES. AFTER CONSULTATION WITH UNAMIR AND THE FRENCH EMBASSY, THE ECONOMAT REPRESENTATIVE REFUSED TO MEET THEM. LATER THAT DAY, A SUBPOENA WAS ISSUED ORDERING HIM TO APPEAR IN FRONT OF THIS DEPARTMENT OR FACE ARREST. IT WAS DECIDED TO COMPLY WITH THIS ORDER AND TWO REPRESENTATIVES OF UNAMIR ACCOMPANIED MR GARDEUX ON 07 JULY 95 TO MEET THE GOVERNMENT OFFICIALS. REPRESENTATIVES AT HIGH LEVELS OF THE MINISTRY OF FINANCE, EXTERNAL AFFAIRS, GENDARMERIE, AIRPORT SECURITY AND CRIMINAL DEPARTMENT OF THE RWANDESE GOVERNMENT CONDUCTED THIS INTERROGATION. THE FOLLOWING ELEMENTS EMERGED

**DURING THIS MEETING:**

- A. A MEMBER OF THE PANEL SHOWED THE SUBPOENA TO UNAMIR REPRESENTATIVES BUT REFUSED TO PROVIDE A COPY;**
- B. THE REPRESENTATIVE OF MINISTRY OF FINANCE INDICATED THAT UNAMIR AND ITS CONTRACTORS DO NOT HAVE TO PAY ANY DUTIES ON ANY GOODS OR EQUIPMENT IMPORTED FOR THE SUPPORT AND USE OF UNAMIR. HOWEVER, THE INVESTIGATING OFFICER SAID THAT ALL COMPANIES CONDUCTING BUSINESS IN RWANDA MUST PAY INCOME TAXES;**
- C. UNAMIR REPRESENTATIVES ASKED WHY MATERIAL AND SOME FOOD (FLOUR) WERE IMPOUNDED. THE REPRESENTATIVE OF MINISTRY OF FINANCE EXPLAINED THAT THE IMPOUNDING OF THE EQUIPMENT AND FOOD WAS ORDERED BY HIS MINISTER TO ENSURE THAT ECONOMAT WOULD PAY THE INCOME TAXES CLAIMED BY THE GOVERNMENT. HE FURTHER CONFIRMED THAT THIS HAD NOTHING TO DO WITH THE PAYMENT OF CUSTOMS DUTIES ON THESE MERCHANDISES EVEN THOUGH THIS IS WHAT WAS INDICATED ON THE PROCES VERBAL SERVED TO ECONOMAT;**
- D. THE GOVERNMENT HAS APPLIED THIS PROCEDURE ONLY TO ECONOMAT THUS FAR, BUT THEY MADE IT CLEAR THAT THEY INTEND IN FUTURE TO ORDER ALL THE CONTRACTORS DEALING WITH UNAMIR TO PAY INCOME TAXES;**
- E. THE TOTAL AMOUNT OF INCOME TAXES CLAIMED FOR THE TWO YEARS HAS BEEN ESTABLISHED BY EXTRAPOLATION OF THE AMOUNT BASED ON COPIES OF THREE INVOICES OBTAINED SURREPTITIOUSLY FROM ECONOMAT;**
- F. THEY HAVE NOTIFIED THE ECONOMAT REPRESENTATIVE THAT HE WAS FORBIDDEN TO LEAVE THE COUNTRY UNTIL THIS CASE WAS RESOLVED. HOWEVER, THEY REFUSED TO PROVIDE THIS ORDER IN WRITING; INDEED THEY THREATENED MR GARDEUX AND THE UNAMIR REPRESENTATIVES ACCOMPANYING MR GARDEUX WITH ARREST IF MR GARDEUX ATTEMPTED TO LEAVE THE COUNTRY;**
- G. THE UNAMIR REPRESENTATIVES EXPLAINED CLEARLY THAT ECONOMAT HAD NO CONTRACT WITH UNAMIR, BUT THAT THE AGREEMENT (LOA) WAS BETWEEN THE UN AND THE FRENCH GOVERNMENT. THE RWANDESE REPRESENTATIVES REFUTED THIS ARGUMENT.**

25. CONSIDERING THESE LATEST DEVELOPMENTS, I INTEND TO MEET THE DEPUTY PRIME MINISTER ASAP TO DISCUSS THE ISSUE AND I WILL WRITE A LETTER TO THE MINISTRY OF FOREIGN AFFAIRS. I WILL ALSO DISCUSS THE MATTER WITH THE SG DURING HIS VISIT. STEPS ARE ALSO BEING TAKEN IN CONCERT WITH THE FRENCH EMBASSY IN RWANDA TO ASSURE THE SAFETY OF THE ECONOMAT REPRESENTATIVE.

26. THE ISSUE OF THE STATUS OF THE CONTRACTORS IN THE SOMA MUST BE CLARIFIED ASAP. IN THE NEXT FEW DAYS, I EXPECT TO RECEIVE THE RWANDESE GOVERNMENT'S PROPOSED NEW TEXT OF THE SOMA AS AGREED DURING OUR DELIBERATIONS IN UN NY FOR THE RENEWAL OF THE MANDATE.

***PART III - CONCLUSION***

27. AS CAN BE SEEN FROM THIS FAX, THE SITUATION WITH REGARD TO OUR CONTRACTORS IS EXTREMELY DIFFICULT TO SAY THE LEAST.

28. IT IS IMPERATIVE THAT UN NY EXPEDITE THE PROCESS OF OBTAINING A SIGNED CONTRACT WITH BRSC OR AT LEAST ISSUE A NOTICE OF INTENT ASAP IN ORDER THAT STAFF MOBILIZATION CAN COMMENCE. FAILING TO DO THIS, THE SUPPORT OF THIS MISSION WILL BE IN JEOPARDY AND IT WILL BE IMPOSSIBLE TO MEET THE TARGET DATES OF THE REDEPLOYMENT/DEMOBILIZATION PLAN AGREED IN RESOLUTION 997 OF THE SECURITY COUNCIL.

29. THE NUMEROUS PROBLEMS FACED BY UNAMIR DURING THE LAST YEAR DUE TO THE INABILITY OF UN NY TO REACT IN A TIMELY MANNER IS UNACCEPTABLE. IT IS ESSENTIAL THAT UNAMIR OBTAINS A STRONGER AND MORE PROMPT SUPPORT FROM UN NY AND IN PARTICULAR FROM PTS AND OLA TO ENSURE THAT CONTRACTS, LOA, BUDGETS, ETC ARE APPROVED RAPIDLY AND ACCORDING TO THE SET SCHEDULES/PLANS. THUS FAR, UNAMIR HAS BEEN ABLE TO CONTINUE TO MEET ITS OBLIGATIONS BUT THIS IS MAINLY DUE TO THE INGENUITY OF OUR PEOPLE MANAGING THE CONTRACTS, THE EFFORTS OF SOME MEMBERS OF FALD (KULOV, AAMODT AND SAVENIUS) AND THE FLEXIBILITY DEMONSTRATED BY THE CONTRACTORS. HOWEVER, WE ARE STRETCHED TO THE LIMIT AND WE ARE PERIOUSLY CLOSE TO BREAKING POINT.

30. FINALLY, I AM EXTREMELY CONCERNED WITH THE SITUATION IN REGARD TO THE STATUS OF THE CONTRACTORS IN THE SOMA. IT IS ESSENTIAL THAT WE FIND A SOLUTION TO RESOLVE THIS PROBLEM BEFORE IT DEGENERATES ANY FURTHER.

31. I TRUST THAT YOU WILL TAKE THE NECESSARY STEPS TO ENSURE THAT CORRECTIVE MEASURES ARE PUT IN PLACE WITH REGARDS TO THE CONTRACTS IN UNAMIR. CONCERNING THE ISSUE OF THE SOMA, I WILL DISCUSS THIS TOPIC WITH THE SG DURING HIS VISIT. I ALSO REMAIN AVAILABLE TO FURTHER DISCUSS THE SUBJECT WITH YOU IN ORDER TO FIND A SOLUTION TO THIS DIFFICULT QUESTION.

*file*  
*SRSQ return*  
CNR 176 P1/3

UNAMIR

OUTGOING CODE CABLE

95 JUN 23 03:20

IMMEDIATE

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*Legal Adviser*  
*23/6/95 in*

TO: KHAN/TOUSIGNANT, UNAMIR KIGALI  
FROM: ANNAN, UNATIONS, NEW YORK  
DATE: 22 JUNE 1995  
NUMBER: 2062

SUBJECT: Status of Mission Agreement

UNITED NATIONS  
OPERATIONS  
22 JUN 22 P 9:00

1. Re your UNAMIR-2024 of 8 June and 2175 of 10 June on the above and, more specifically, on the imposition of custom duties on UN contractors serving UNAMIR, please find attached a self-explanatory memorandum received from the Office of Legal Affairs yesterday. We fully share the views expressed in this memorandum and hope that it will assist you in convincing the Government to cooperate in resolving the problems raised in your cables. Please keep us informed of any progress achieved in this regard and, in particular, whether the situation has improved since the adoption of the new UNAMIR mandate. We would, of course, be prepared to raise these issues with the Permanent Representative of Rwanda or to bring them to the attention of the Security Council, should you consider it necessary.

2. As regards the issue of a possible revision of the SOMA, we recognize that the language of paragraph 7 of resolution 997 (1995) is not ideal. It does make it clear, however, as OLA points out, that in the absence of any agreed amendment, the existing SOMA continues to apply and to regulate the status of UNAMIR in Rwanda. You should remain very firm on this point and insist that it be recognized as the starting point of any discussions which the Government may wish to have on the revision of the SOMA. Regards.

*(SRSQ) FC*

CNR 176 P2/3

United Nations  Nations Unies  
INTEROFFICE MEMORANDUM MEMORANDUM INTERIEUR

TO: Mr. Hédi Annabi, Director  
Africa Division, DPKO

DATE: 21 June 1995

REFERENCE

THROUGH:  
S/C DE:

FROM:  
DE:

Ralph Zacklin, Director and Deputy  
to the Under-Secretary-General  
Office of Legal Affairs



SUBJECT:  
OBJET

**UNAMIR - Custom duties on goods and supplies imported to Rwanda  
by UN contractors**

1. This is with reference to your note and memorandum (with attachments) dated 8 and 14 June 1995 respectively, concerning the difficulties encountered by UN contractors serving UNAMIR. You particularly requested our views regarding the position taken by the Government of Rwanda that UN contractors engaged in importing goods and services for the official use of UNAMIR must pay customs duties. Our views on this matter are as follows.
2. The equipment, provisions, supplies and other goods which are imported into Rwanda by UN contractors for the official and exclusive use of UNAMIR are purchased with United Nations funds and are therefore, the property of the United Nations. As such, they should be treated as imports of the United Nations of which UNAMIR is a subsidiary organ and should, therefore, be exempt from custom duties. The status of United Nations property is provided for under the Convention on the Privileges and Immunities of the United Nations (the Convention) to which Rwanda is a Party and is further specified in the relevant provisions of the Agreement concluded on 5 November 1993 between the UN and Rwanda on the status of UNAMIR (the SOFA). Specifically, pursuant to Section 7 (b) of Article II of the Convention, "the United Nations, its assets, income and other property shall be exempt from custom duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the United Nations for its official use." Pursuant to paragraph 15 of the SOFA, UNAMIR, as a subsidiary organ of the United Nations, enjoys the status, privileges and immunities of the United Nations in accordance with the Convention. Moreover, paragraph 15 specifically provides that Article II of the Convention applies to UNAMIR, in particular, the right to import free of all customs duties, excise taxes, clearance fees, levies and any other charges or restrictions on equipment, provisions, supplies and other goods which are for the exclusive and official use of UNAMIR.

3. As regards the more general question of a possible revision of the UNAMIR SOFA, we note that by its resolution 995 (1995) of 9 June, the Security Council inter alia, modified the mandate of UNAMIR and urged the Government of Rwanda and UNAMIR "to continue to implement the agreements made between them, in particular the Status of Mission Agreement of 5 November 1993 and any subsequent agreement concluded to replace that Agreement on order to facilitate the implementation of the new mandate." Thus, while the Security Council appears to have contemplated the possibility of a further agreement to reflect the change in the mandate of UNAMIR, it made clear that the existing SOFA continues to apply.

4. Any amendment to the SOFA which the Government of Rwanda may propose, as you indicate in your memorandum dated 14 June 1995, will have to be considered in light of the fundamental principles of the Convention and the customary principles and practices of UN peace-keeping or similar operations reflected in the model SOFA. In the absence of any agreed amendment, the existing SOFA will continue to regulate the status of UNAMIR. This Office is willing to examine seriously any proposals that the Government wishes to make in this regard within the framework outlined above.

5. For your information, I would like to indicate that certain difficulties encountered by UN contractors in servicing peace-keeping operations, such as those described in the attachments to your note and memorandum on the above subject, are being addressed by this Office with a view to inserting in future SOFAs provisions on facilities which may be necessary for UN contractors in the performance of their duties.

cc: Mr. H. Medili  
Mr. F. Ssekandi



UNAMIR - MINUAR

1/2

CRN0198-6

UNAMIR

OUTGOING CODE CABLE

95 JUN -8 15 10

MOST IMMEDIATE

MIR NO. 024

TO: ANNAN, UNATIONS NEW YORK

INFO: SHAHARYAR KHAN, SRSG, UNAMIR  
(AT UNATIONS NEW YORK)

FROM: TOUSIGNANT, UNAMIR/KIGALI

DATE: 8 JUNE 1995

TOTAL PAGES: 2

SUBJECT STATUS OF MISSION AGREEMENT

1. RECENTLY, SEVERAL DIFFICULTIES HAVE ARISEN WITH THE GOVERNMENT OF RWANDA REGARDING THE STATUS OF CUSTOMS AND TAX EXEMPTION TO UNAMIR'S CONTRACTORS AND SUPPLIERS: SPECIFICALLY, THE GOVERNMENT HAS TAKEN THE POSITION THAT WHILE UNAMIR ITSELF MAY BE EXEMPT FROM CUSTOMS DUTIES AND TAXES ON ITS IMPORTED GOODS AND SUPPLIES, UNAMIR'S CONTRACTORS AND SUPPLIERS ARE NOT EXEMPT FROM SUCH DUTIES AND TAXES. IN ADDITION, THE GOVERNMENT HAS DEMANDED FROM SOME CONTRACTORS THE PAYMENT OF INCOME TAXES AND EMPLOYERS TAXES

2. THUS, AND IN THE GENERAL CONTEXT OF THE INCREASING DIFFICULTIES IMPOSED BY THE GOVERNMENT ON OUR DAY-TO-DAY OPERATIONS, IT IS IMPERATIVE THAT PARAGRAPH 15 OF THE SOMA SHOULD COVER UNAMIR AS WELL AS ITS SUPPLIERS AND CONTRACTORS.

3. A NEW PARAGRAPH (E) SHOULD BE ADDED TO PARAGRAPH 15 OF THE SOMA ALONG THE FOLLOWING LINES:

(E) IT IS EXPLICITLY RECOGNIZED BY THE GOVERNMENT OF RWANDA THAT IN CARRYING OUT ITS MANDATE, UNAMIR HEAVILY RELIES ON THE SERVICES OF OUTSIDE SUPPLIERS AND CONTRACTORS BOTH IN AND OUTSIDE OF RWANDA. ALL PRIVILEGES AND IMMUNITIES GRANTED TO UNAMIR IN PARAGRAPH 15 ALSO APPLY TO ALL UNAMIR CONTRACTORS AND SUPPLIERS IN THE PROVISION OF GOODS AND SERVICES TO UNAMIR.

4. BY THE SAME TOKEN, PARAGRAPHS 32-34 OF THE SOMA ON "ENTRY, RESIDENCE AND DEPARTURE," SHOULD COVER CONTRACTOR'S EXPATRIATE PERSONNEL AS WELL, TO PREVENT A SITUATION WHEREBY THE GOVERNMENT SIMPLY REFUSES TO GRANT VISAS TO THEM THEREBY IMPEDING OUR OPERATIONS. AGAIN THIS SHOULD BE SEEN IN LIGHT OF THE PRACTICAL DIFFICULTIES EXPERIENCED ON THE GROUND WHERE MANY CONTRACTOR PERSONNEL ARE NOW ONLY ISSUED WEEKLY VISAS WITH INSINUATIONS BY IMMIGRATION OFFICIALS OF THE POSSIBILITY OF NON-RENEWAL.

5. FINALLY, I SHOULD STRESS AGAIN THAT THE ABOVE IS PRESENTED IN A PRACTICAL CONTEXT OF OUR DAY-TO-DAY OPERATIONAL DIFFICULTIES: PRESENTLY WE HAVE ONLY TEN DAYS' COMBAT RATION SUPPLIES, MAKING US EXTREMELY VULNERABLE TO DELAYS IN CUSTOMS CLEARANCE OF FOOD IMPORTATION BY THE CONTRACTORS.

END.