

UNAMIR

ADMINISTRATIVE ISSUES

10 JULY-19 OCT 1995

PLEASE RETAIN  
ORIGINAL ORDER

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SERIES S-1120

BOX 7

FILE 10

ACC. 1998/0278



INTER-OFFICE MEMORANDUM

TO: Ms. Susan Matthew  
Chief Administrative Officer

FROM: Mr. Wilfrid de Souza *[Signature]* DATE: 19 October 1995  
Executive Director

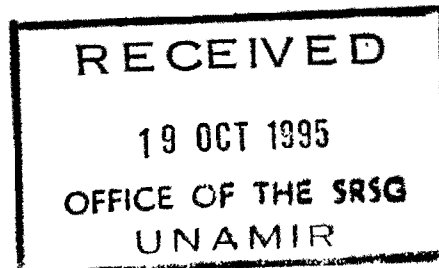
SUBJECT: Use of local Rwandatel telephone lines

1. It has recently come to my attention that Government officials, members of the diplomatic community, United Nations agencies and other individuals seeking to contact UNAMIR staff through use of our local Rwandatel telephone lines are experiencing certain difficulties, namely, that the lines are either constantly engaged or not answered. Apparently, some of our local numbers listed in the recent UNAMIR telephone directory have been reassigned to particular offices and others have been disconnected without any notification to UNAMIR staff. I have also learned that new telephone numbers have been added to our telephone exchange, but that these have not been made public.

2. Needless to say, the current situation constitutes a serious handicap to the proper discharge of our daily responsibilities and serves to project a negative image of UNAMIR. I believe it is essential that a solution to this problem be found as soon as possible. Therefore, I would appreciate it if urgent measures could be taken to rectify the present situation and to change the telephone numbers in the new directory accordingly.

3. Thank you for your attention to this matter.

cc: SRSG  
CCO




*I agree. we need to  
open up our exchange  
soon  
A.10*

*ED  
CAO*



**INTER-OFFICE MEMORANDUM**

TO: Ms. Susan Matthew  
Chief Administrative Officer

FROM: Mr. Wilfrid de Souza  DATE: 19 October 1995  
Executive Director

SUBJECT: Use of local Rwandatel telephone lines

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cc: SRSG  
CCO

RECEIVED	COMMUN: P 3
04 OCT 1995	

UNITED NATIONS

NATIONS UNIES

FINANCE MANAGEMENT AND SUPPORT SERVICE

FIELD ADMINISTRATION AND LOGISTICS DIVISION, OPS/DPKO

UN Headquarters

OUTGOING FAX NUMBER:	DATE: 3 October 1995
TO: Ms. Susan Matthew Chief Administrative Officer UNAMIR, Kigali	FROM: Amir A. Dossal, Chief Finance Management and Support Service Field Administration and Logistics Division, OPS/DPKO UNHQ, New York
ATT: Mr. Stanley Gaetz	
FAX NUMBER: 3-3090/ 3-9906 ext.11787	FAX NUMBER: (212) 963-0642
NUMBER OF TRANSMITTED PAGES: 1 of 2	FILE REFERENCE: FIN/MIR/95-179
SUBJECT: UNAMIR - COST ESTIMATES FOR THE PERIOD FROM 10 JUNE TO 31 DECEMBER 1995	

1. FURTHER TO OUR FAX OF 19 SEPTEMBER 1995, PLEASE FIND BELOW EXCERPTS FROM A NOTE PRESENTED TO FALD BY THE PEACE-KEEPING FINANCING DIVISION, OPPBA IN CONNEXION WITH THE FIELD SUBMISSION ON THE COST ESTIMATES. AS DISCUSSED WITH MR. STANLEY GAETZ, WE WOULD NEED THE RESPONSES AS SOON AS POSSIBLE IN ORDER TO FINALIZE THE FINANCING REPORT FOR UNAMIR. DETAILS FOLLOW:

A) HAVE WE RECEIVED ANY ADDITIONAL CONTRIBUTIONS-IN-KIND FOR EITHER THE PERIOD ENDING 9 JUNE 1995 OR FOR THE PERIOD BEGINNING ON 10 JUNE 1995. DO WE HAVE A COPY OF THE FORMAL ACCEPTANCE OF THE VOLUNTARY CONTRIBUTION IN KIND FOR THE 28 KOREAN VEHICLES.

B) THE STATUS OF FORCES AGREEMENT WAS SIGNED ON 5 NOVEMBER 1993 AND WAS SUPPOSED TO BE RE-CONFIRMED. WHAT IS THE CURRENT STATUS. IN THE LAST REPORT, IT WAS STATED THAT MISSION HEADQUARTERS AND SEVERAL OTHER OFFICES AND STAFF ACCOMMODATION FACILITIES WERE BEING PROVIDED BY THE GOVERNMENT OF RWANDA AT NO COST TO THE UNITED NATIONS. PLEASE CONFIRM THAT THIS IS NO LONGER THE CASE. IS THE GOVERNMENT OF RWANDA PROVIDING ANYTHING CURRENTLY TO THE UNITED NATIONS AT NO COST SUCH AS EXEMPTION FROM LANDING FEES.

C) KINDLY PROVIDE A LISTING OF THE EQUIPMENT (BY CONTINGENT) WHICH WILL BE IN THE MISSION AREA DURING THE PERIOD AS WELL AS THE VALUE OF SUCH EQUIPMENT.

D) PURCHASE OF VEHICLES - ARE THE COSTS OF \$170,000 FOR THE HEAVY CRANE AND \$65,000 FOR THE SEPTIC TANK VEHICLE BASED ON STANDARD COSTING. IT IS NOTED THAT SUCH EQUIPMENT IS NOT AVAILABLE FOR RENTAL OR FROM EX-UNOSOM. CAN THESE BE OBTAINED FROM ANY OF THE TROOP CONTRIBUTORS? WHAT ARE THE ADDITIONAL THREE SPECIALIZED TRUCKS AND CAN THEY BE RENTED AT A LOWER COST.

cc: Ms. Tana Lambrakos

Drafted by: RC/sc - Room 2145	Authorized by: Amir A. Dossal 3/10/95
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File Ref.: (OC) C:\WP61\DOC\FAKES\UNAMIR1.WPD

CAD (CFD) S. GAETZ (BUDGET OFFR)

E) RENTAL OF VEHICLES - HOW MANY LIGHT CRANES WILL BE REQUIRED, AND FOR WHAT PERIOD OF TIME, AND MONTHLY COST. WHAT ARE THE COSTS FOR THE OTHER SPECIALIZED VEHICLES FOR CLEANING OF SEPTIC TANKS.

F) SPARE PARTS, REPAIRS AND MAINTENANCE - WHY HAVE THE AVERAGE MONTHLY COSTS GONE UP (PREVIOUS COSTS WERE \$100, \$1,430 AND \$330). PLEASE PROVIDE THE FOLLOWING INFORMATION:

G) WHAT IS THE ESTIMATED AVERAGE DAILY FUEL CONSUMPTION FOR UN-OWNED VEHICLES, CONTINGENT-OWNED VEHICLES AND FOR APCs. BREAKDOWN OF VEHICLES THAT ARE USING DIESEL AND WHICH ARE USING GASOLINE.

H) AIR OPERATIONS - PLEASE PROVIDE A BREAKDOWN OF RATES PER AIRCRAFT FOR LANDING FEES, GROUND HANDLING FEES AND RAMP RENTALS.

I) COMMERCIAL COMMUNICATIONS - WHAT IS THE COST OF THE TRANSPONDER LEASE FOR THIS PERIOD. WHY HAS IT INCREASED FROM THE PREVIOUS MANDATE PERIOD. ALSO, PLEASE JUSTIFY WHY THE MONTHLY COST FOR THE INMARSAT "A" TERMINALS HAS GONE FROM \$10,000 TO \$50,000. JUSTIFICATION IS ALSO REQUIRED FOR THE INCREASE IN TELEPHONE, TELEX AND FAX CHARGES FROM \$10.00 PER MONTH TO \$37,300.

J) MEDICAL AND DENTAL EQUIPMENT - BREAKDOWN OF THE COSTS FOR THE MEDICAL EQUIPMENT AND FOR MEDICAL PERSONNEL.

K) ACCOMMODATION EQUIPMENT - BREAKDOWN FOR THE ACCOMMODATION EQUIPMENT BOTH FOR CONTINGENT PERSONNEL AND FOR THE LOGISTIC SERVICES CONTRACTOR.

L) MISCELLANEOUS EQUIPMENT - BREAKDOWN OF THE REQUESTED AMOUNT BY TYPES OF ITEMS.

M) WATER PURIFICATION EQUIPMENT - BREAKDOWN OF THE SPECIFIC TYPES OF WATER PURIFICATION EQUIPMENT.

N) CONTRACTUAL SERVICES - COMPLETE BREAKDOWN OF OTHER SERVICES CONTRACTS BESIDES THE NEW LOGISTIC SUPPORT SERVICES.

O) MEDICAL TREATMENT AND SERVICES - DID UNAMIR TRY TO ARRANGE FOR ANY OF THE HUMANITARIAN AGENCIES OPERATING IN RWANDA TO PAY FOR THE PHARMACEUTICAL SUPPLIES.

P) TRAINING PROGRAMMES - PLEASE PROVIDE A BREAKDOWN OF THE AMOUNTS REQUESTED I.E. \$110,000 FOR UPGRADING THE FACILITY AND \$35,000 FOR TRAINING SUPPLIES AND MATERIALS.

Q) COMMERCIAL FREIGHT AND CARTAGE - BREAKDOWN OF THE AMOUNT REQUIRED.

2. THANK YOU IN ADVANCE FOR YOUR ASSISTANCE IN THIS MATTER. REGARDS.



Jean-Jacques

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OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

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DATE: 29 June 1995

TO: All locally-recruited staff members

FROM: Chaim Ouziel, CAO

I am pleased to announce that a special cost-of-living bonus has been granted to locally-recruited general service staff members in Kigali. For May and June 1995, this bonus amounts to 54% of net salary including the non-pensionable component. The bonus will be included in your June pay.

For the month of April, a bonus has also been granted. But the details for calculating that bonus have not been finalized. As soon as we receive all of the details from New York, that month's bonus will be paid as well.

I wish to take this opportunity to thank our locally-recruited staff members for their important and valuable contribution to UNAMIR.

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A: Tout le personnel local

DE: Chaim Ouziel  
Chef de l'Administration

Je suis heureux de vous annoncer qu'une indemnité de cherté de vie spéciale a été accordée au personnel local des services généraux à Kigali. Cette bonification représente 54% du salaire net, y compris la part non soumise à retenue, pour les mois de mai et juin 1995 et vous sera versée avec le salaire du mois de juin.

Une indemnité analogue a aussi été accordée pour le mois d'avril, mais il reste à arrêter les détails du calcul. Elle vous sera versée dès réception de ces détails de New York.

Je saisis cette occasion pour remercier le personnel local de leur apport important et précieux pour la MINUAR.



Secretariat

ST/AI/395  
2 June 1994

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ADMINISTRATIVE INSTRUCTION

To: Members of the staff

From: The Director of Personnel

Subject: APPOINTMENTS OF LIMITED DURATION\*

1. By ST/SGB/Staff Rules/3/Rev.5, the Secretary-General provisionally promulgated, effective 1 January 1994, a revised 300 series of the Staff Rules, in accordance with staff regulation 12.2. The purpose of the present instruction is to provide guidelines on the administration of the revised 300 series rules, which are applicable to staff members recruited specifically to meet special needs of the United Nations for service of a limited duration. This instruction takes effect immediately.

2. The rules provide for two types of non-career appointments:

(a) Short-term (ST) appointments, under rule 301.1 (a) (i), for a period not exceeding six consecutive months. The purposes for which such appointments may be made are for assistance in dealing with peak workloads or meeting unforeseen demands, to cover essential work which, as a result of vacancies or absences, cannot be performed by regular staff, and to provide services for conferences and other short-term purposes;

(b) Appointments for activities of limited duration (LD) under rule 301.1 (a) (ii), including peace-keeping, peacemaking and humanitarian missions, as well as mission replacement appointments at Headquarters and other duty stations, technical cooperation activities in the field, emergency assignments and special operational needs of the Organization. LD appointments are intended for assignments not expected to exceed three years, with a possible extension, exceptionally, for a fourth and final year. Under no circumstances will an extension beyond four years be granted.

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\* Personnel Manual index No. 4185.

Short-term (ST) appointments

3. Short-term appointments under rule 301.1 (a) (i) will continue to be administered as before at all duty stations for the purposes described in paragraph 2 (a) above. This revision consolidates and clarifies the provisions on travel (rules 307.1 to 307.7) and makes provision, in rule 306.3 (a), for the optional participation of short-term staff in a United Nations medical insurance scheme as specified in ST/IC/86/44 of 15 September 1986, or subsequent revisions. The special conditions of employment for short-term language staff are regulated in the agreements between the Consultative Committee on Administrative Questions (CCAQ) and the Association internationale des interprètes de conférence (AIIC) for short-term interpreters and with the Association internationale des traducteurs de conférence (AITC) for short-term translators, revisers, editors and précis-writers, as reflected respectively in annex IV and annex V of the CCAQ Handbook. Salary rates and pensionable remuneration for staff on ST appointments are set out in appendix A to the 300 series of the Staff Rules.

Limited duration (LD) appointments

Purpose and remuneration

4. LD appointments are intended for situations where the Organization has to recruit personnel, at short notice, for tasks which are clearly finite in nature. As non-career appointments, they do not carry the range of entitlements and allowances geared to career service, and the remuneration is payable on a monthly basis as a lump sum, in an amount established at the outset of the assignment, consisting of a net base salary at the single rate after application of staff assessment which is pensionable, and a non-pensionable allowance. The rates for staff in the Professional and Field Service category are set out in appendix C to the rules. The rates for locally recruited General Service staff are promulgated separately for specific locations. These lump-sum payments constitute the total remuneration payable by the United Nations, to which may be added subsistence allowance (MSA or DSA) where applicable, or post adjustment at Headquarters duty stations. Staff on LD appointments are not eligible for separate benefits and allowances related to family situation, mobility, linguistic abilities or other factors.

Medical clearance

5. All candidates for appointment must meet United Nations standards of current and potential physical and mental fitness for employment. In order to expedite recruitment procedures, candidates may be given an interim appointment for three months on the basis of a certificate of good health from a duly qualified medical practitioner. Within three months of initial appointment, staff members must undergo a full medical examination by a physician or at a facility designated by the Medical Director, on the basis of which the Medical Director will determine whether they meet United Nations health standards. This clearance will normally be valid for a period of up to three years, unless the Medical Director determines that a more frequent examination cycle is required.

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Travel-related payments

6. For non-locally recruited LD staff, the Organization will normally make initial travel arrangements. For other travel related to appointment and separation, LD staff will receive a lump-sum travel allowance, equivalent to 75 per cent of the cost of the full economy-class fare by the least costly scheduled air carrier between the place of recruitment and the duty station, and return where applicable, intended to meet the cost of transportation, terminal expenses, excess baggage, passport, visa and other miscellaneous expenses. For each completed 12 months of service in special missions or duty stations designated as having very difficult conditions of life and work, and subject to an expectation of at least six additional months of service, a further lump sum will be paid based on 75 per cent of the cost of a round trip to the place of recruitment. For staff serving in non-hardship duty stations, a similar lump-sum payment will be made once only and following 24 months of service, subject to an expectancy of at least six additional months of service.

7. The lump-sum travel allowance represents the total compensation the United Nations will pay with respect to travel and transportation for staff recruited under an LD appointment, and the Organization will not be responsible for reimbursing expenses incurred by the staff member which may exceed the lump sums provided. The staff member is not expected to provide receipts or demonstrate actual expenditure of the amounts provided.

Leave

8. The rules permit flexibility in the grant of annual leave, depending on the special conditions of the particular mission or assignment. Annual leave with full pay will accrue at a minimum rate of one and one half days for each full month of continuous service, i.e., 18 working days per year. Under special circumstances, when authorized by the Secretary-General, a higher rate of accrual, but not more than two and a half days per month, may be granted if the appointment is for six months or more or upon completion of six months of continuous service. Annual leave provisions must be specified under Special Conditions in the letter of appointment. If not so specified the rate of one and one half days' accrual per month will apply.

9. Annual leave may be taken only when authorized, and all arrangements as to leave shall be subject to the exigencies of service. Absence from work without authorization will result in non-payment of salary for the period of the absence, unless it was caused by circumstances beyond the staff member's control.

10. A staff member who has served a minimum of six months may, in exceptional circumstances, be granted advance annual leave up to a maximum of 10 working days, provided his or her service is expected to continue for a period beyond that necessary to accrue the leave so advanced. If, upon separation, the annual leave credit actually earned and accrued was less than the advance, the staff member shall be required to make restitution by means of a cash refund. The restitution requirement may be waived if the Secretary-General is satisfied that there are compelling reasons for doing so.

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11. Subject to the exigencies of service, leave must be taken within the period of the contract, except that if a contract is extended, a maximum of one half of the total entitlement may be carried over into the next contractual period. A maximum of 15 days' accrued leave that is unused at the end of service may be commuted into cash.

12. In the light of the purpose of LD appointments no provision is made for maternity leave. Staff members who have served continuously for a minimum period of one year may, however, be granted a reasonable amount of special leave under rule 305.2, but not more than 16 weeks, with or without full pay but exclusive of subsistence allowances where applicable, upon production of a certificate from a qualified medical practitioner or midwife indicating the anticipated date of birth.

#### Sick leave

13. Credits towards sick leave, whether certified or uncertified, accrue at the rate of two working days for each month of continuous service. Upon appointment, staff members will be credited with the full amount of sick leave that will accrue during the whole period of the appointment. Should separation occur before the expiration date of the appointment, sick leave credits will be recalculated on the basis of the actual period of service. If an LD appointment is extended, or if a new LD appointment is given within one month after the expiration of the previous one, unused sick leave credits may be carried forward into the new contractual period. On separation from service, unused sick leave credits up to a maximum of 10 days may be converted into cash. All sick leave must be approved on behalf of the Secretary-General, and any absence of more than two consecutive working days must be supported by a medical certificate from a duly qualified medical practitioner. The provisions on sick leave and certification are set out in staff rule 306.2.

#### Social security

14. Staff members who meet the requirements of article 21 of the Regulations of the United Nations Joint Staff Pension Fund (i.e., upon confirmation of an appointment for six months or longer, or upon completing six months of service without an interruption of more than 30 days) and who have met the standard United Nations medical requirements, will be enrolled as participants in the Fund, unless a specific exclusion is included in the letter of appointment. The rates of pensionable remuneration for Professional and Field Service categories are set out in appendix C to the rules. For General Service staff the pensionable remuneration is equivalent to gross salary.

15. Medical insurance, valid for the country of assignment, is a prerequisite for employment under an LD appointment. Candidates are required to produce evidence that they have coverage generally equivalent to United Nations coverage and including provision for medical evacuation in order to be exempted from participation in one of the United Nations medical schemes, which exemption will be included in the letter of appointment. Staff members who are exempted from United Nations coverage will be required to maintain their own coverage for the duration of the assignment, or, if it lapses, to join a United Nations scheme. United Nations schemes for holders of LD appointments cover the staff member only. Non-locally recruited staff will be eligible for participation in the

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Van Breda insurance scheme for staff members at offices away from Headquarters, particulars of which are set out in ST/IC/1993/65 of 29 November 1993, or subsequent revisions. Locally recruited staff will be eligible for coverage under the Medical Insurance Plan (MIP), as set out in ST/AI/343 of 31 July 1987. Staff at Headquarters duty stations will be eligible for one of the plans offered by that duty station, as set out in the relevant administrative circulars.

16. Staff members on LD appointments will be covered by United Nations war risk insurance where applicable, but are responsible for making their own arrangements for life insurance. Staff members will be entitled to compensation for service-incurred injury, illness or death. In each case the Secretary-General may decide whether to apply the provisions of appendix D to the Staff Rules, or to offer comparable compensation according to a schedule to be issued separately.

17. Staff members will be entitled to compensation, within the limits and under the conditions established by the Secretary-General, in the event of loss or damage to their personal effects determined to be directly attributable to the performance of official duties on behalf of the United Nations.

#### Status, obligations and privileges

18. Individuals holding LD appointments have the status of staff members of the United Nations and will be entitled to the privileges and immunities accorded to that status. If required to travel, they may be issued a United Nations laissez-passer. As international civil servants, they are held to the standards of conduct in the international civil service (COORD/CIVIL SERVICE/5) as well as the obligations set out in article I of the Staff Regulations, including the obligation to discharge their functions and to regulate their conduct with the interests of the United Nations only in view, the obligation to observe strict neutrality and the obligation not to seek or receive instructions from any source external to the United Nations.

#### Miscellaneous

19. Formal post classification is not a requirement for LD appointments in the field. The placement of the staff member on the salary scale and on the recruitment allowance grid will be determined at the time of recruitment, taking into consideration such factors as the qualifications and experience of the candidate and the special requirements of the post.

20. Contracts will normally be issued for up to one year at a time (including the three-month interim appointment pending medical clearance referred to in paragraph 5 above). The salary established will not be adjusted in the course of the contract. There will be no annual within-grade increments. Adjustments to the level of remuneration in succeeding contracts are discretionary and based on an assessment of all the relevant factors.

21. LD appointments are intended primarily for missions, emergency assignments and other special operational needs of the Organization and may also be used for mission replacement appointments at Headquarters and other duty stations.

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22. A staff member recruited under an LD appointment may apply, as an external candidate, for a 100 series appointment, subject to existing recruitment procedures. LD appointments are not intended, and may not be used, to bypass normal recruitment procedures.

23. The total time in service under LD appointments may not exceed four years in any continuous five-year period. The maximum of four years will be strictly observed. After completion of four years, the minimum break in service before an individual is again eligible for an LD appointment is one year.

Termination

24. An LD appointment may be terminated if, in the opinion of the Secretary-General, such action would be in the interest of the United Nations. Locally recruited staff members will be given not less than one week's written notice of termination. Non-locally recruited staff members will be given not less than two weeks' written notice. The Secretary-General may authorize pay in lieu of these notice periods. No termination indemnity is payable to staff on LD appointments unless such payment is specified in the letter of appointment.

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(b) The Secretary-General shall set terms and conditions under which annual leave may be allowed to staff members specifically recruited for service of limited duration under staff rule 301.1 (a) (ii) (LD appointments).

Rule 305.2

SPECIAL LEAVE

Staff members appointed under these rules may be granted special leave, with full or partial pay or without pay, for compelling reasons for such period as the Secretary-General may deem appropriate in the circumstances.

Rule 306.1

JOINT STAFF PENSION FUND

Staff members appointed under these rules, who meet the requirements of article 21 of the Regulations of the United Nations Joint Staff Pension Fund, shall become participants in the Joint Staff Pension Fund, provided that participation is not excluded by the terms of their appointment. The pensionable remuneration for staff members who become participants in the Pension Fund shall be set out in appendix A to these Rules.

Rule 306.2

SICK LEAVE

Staff members appointed under these rules who are incapacitated from the performance of their duties by illness or injury or whose attendance is prevented by public health requirements will be granted sick leave in accordance with the following provisions:

(a) All sick leave must be approved on behalf of the Secretary-General;

(b) Entitlement to sick leave shall be subject to a maximum rate of two working days for each full month of continuous service. Subject to the conditions provided in this rule, sick leave credits will be available at any time during service; however, should separation occur before the expiration date of the appointment, sick leave credits will be recalculated on the basis of the actual period of service;

(c) Staff members shall be responsible for informing their supervisors as soon as possible of absences due to illness or injury. Where practicable they should, before absenting themselves, report to the United Nations Medical Officer;

(d) A staff member may be required to submit a medical certificate or to undergo examination by a medical practitioner named by the Secretary-General before his or her request for sick leave is granted. Any absence of more than two consecutive working days must be supported by a medical certificate in all cases. After a staff member has taken periods of non-certified sick leave totalling three working days within any period of six months of continuous service, any further absence from duty within that period shall either be supported by a medical certificate or charged as special leave without pay.

**UNAMIR II  
OP CHAMELEON  
C/O UNDP, DAR ES SALAAM**

**FAX**

1651-T

NO: 016

DATE: 24 JULY 1995

TO: MR RUTH GIVH, CISS  
MR KEL GLEESON, CMOVCON

CITY / COUNTRY: KIGALI / RWANDA  
FAX NUMBERS: 1-212-963-3090 / 3097

THIS TRANSMISSION CONSISTS OF \_05\_ PAGES

SUBJECT: OP CHAMELEON SITREP 016

1. GENERAL. OP CHAMELEON TEAM LED BY MAJ EMBY DEPARTED FOR MOMBASA AT 1500 H ON SUNDAY, 23 JULY 95. I, AS THE PORT OPERATIONS OFFICER HAVE TAKEN OVER ALL RESPONSIBILITIES OF UNAMIR ACTIVITIES IN DAR-ES-SALAAM. I AM IN FULL PICTURE OF ALL OPERATIONS AND WILL DO MY BEST TO CARRY OUT THE PENDING TASKS OR ANY NEW TASKS TO COMPLETION.

2. RESOURCES. I CONTINUE TO MAINTAIN THE OP CHAMELEON OFFICE IN UNDP, DAR. I SHALL RETURN ONE VEHICLE TO UNDP AND RETAIN ONE VEHICLE FOR MY USE.

3. PERSONNEL. THE FOLLOWING PERSONNEL DEPARTED FOR MOMBASA ON 23 JULY 95.  
(A) MAJ R EMBY

CAD (SAS) CISS  
C/MOVCON

ED

Discussed w/ED  
28/7/95

WMC

- (B) MAJ P ARORA  
(C) MR G CASTELLON  
(D) MR S DU CHATENET

WITH THE DEPARTURE OF THESE MEMBERS, THE STRENGTH OF UNAMIR PERSONNEL IN DAR HAS BEEN REDUCED TO ONE OFFICER, CAPT RUPINDER SINGH OF MOVCON TO PERFORM THE DUTIES OF UNAMIR PORT OPERATIONS OFFICER IN DAR-ES-SALAAM.

4. OPERATIONS. OPERATIONS OF DAR CONTINUED AS GIVEN BELOW

(A) B & B. BLOCKING AND BRACING OF ACCM AND ABL UNITS CONTINUES. 70 % OF THE WORK HAS BEEN COMPLETED SO FAR.

(B) SHIPPING. CONVOY CARRYING NINE (9) CONTAINERS OF MEDICAL STORES, ONE CONTAINER OF TV'S & VCR'S, ONE EMPTY CONTAINER AND NINE (9) ABLUTION UNITS DEPARTED FOR KIGALI ON 20 AND 21 JULY 95. DETAILS ARE ATT. AS ANNEXS A AND B. ESTIMATED DATE OF ARRIVAL IN KIGALI IS 30 JULY 95. CARGO SUMMARY IS ATT. AS ANNEX C.

(C) SECURITY. REPRESENTATIVES OF OCEANLINK AND SOS ARE CARRYING OUT THE SURVEY OF THE 44 VEHICLES DETAINED TO BE SENT TO KIGALI. THE CONVOY WILL MOVE ONLY ON COMPLETION OF THE SURVEY.

(D) DESTRUCTION OF RATIONS. AWAITING ARRIVAL OF UNAMIR TEAM WITH THE CONTRACT AND FINAL AUTHORIZATION FROM UNAMIR. RESULTS FROM THE TESTS FOR EXTENDED SHELF LIFE OF MALAY RATIONS ARE EXPECTED ON 26 JULY 95.

(E) COMMUNICATION. MY OFFICE CONTACT NUMBERS REMAIN THE SAME AS BEFORE. I CAN ALSO BE CONTACTED AT ROOM NO. 433 OF HOTEL EMBASSY.

(F) ADMINISTRATION. RESERVATIONS HAVE BEEN MADE AT THE EMBASSY HOTEL FOR TWO (2) PEOPLE FOR FOUR (4) NIGHTS EACH FROM 24 JULY FOR THE UNAMIR TEAM EXPECTED TO GET THE CONTRACT FOR DESTRUCTION OF FOODSTUFF. PLEASE PROVIDE CONFIRMED TRAVEL ITINERARY AT THE EARLIEST.



RUPINDER SINGH  
CAPTAIN  
PORT OPS OFFICER.

ANNEXS

- A & B SHIPPING DETAILS  
C CARGO SUMMARY

ANNEX - A To  
SITEP No - 016  
DATED - 24 JULY 95

FOR THE PURPOSES OF THE 1948 CONVENTION ON THE HIGH SEAS

SR.NO.	DESCRIPTION.	SEAL NO.	UN DECAL NO.	GCL NO.	TRUCK/TRAILER NO.	DATE.	DESTINATION.
1	17001 000701A	17007	1647	000 0074	TS 22622/TS 79503	20.07.95	MR/KIBALI
2	17002 7100735	17037	"	000 0078	TS 22622/TS 79503	"	"
3	17003 6360731	17047	"	000 0076	TS 22514/TS 04269	"	"
4	17004 2013053	17061	"	000 0078	TS 22622/TS 79503	"	"
5	17005 3001626	17077	"	000 0072	TS 22622/TS 79503	"	"
6	17006 2204729	17091	"	000 0077	TS 22622/TS 79503	"	"
7	17007 7230604	17020	"	000 0009	TS 22590/TS 04605	"	"
8	17008 6437026	17019	"	000 0030	TS 22590/TS 04605	"	"

END OF REPORT NOTES: ALL ABOVE CONTAINING HAVING MEDICAL STAFF AND MEDICINES.

SHAGIRALA

SEE SHEET 4.







ANNEX - C  
TO SITREP No - 01  
DATED - 24 JULY 95

Annex C to OP. Chameleon  
To Sitrep 016  
Dated 24 JULY 95

CARGO SUMMARY  
DAKE-SALAM PORT

AS OF: 24 JULY 95

LOAD TYPE	LOCATION										TOT	TIMES				REMARKS					
	PORT			ZAMCARGO			ENROUTE					DEP		ARR							
	#	R&I	HOLD	#	R&I	HOLD	RD	RL	AIR	F		S	T	A	E		S	T	A	C	T
MIL-PAI	0	-	-	-	01	04	18	-	-	-	23										
MALAY	01	-	-	-	-	15	05	-	-	-	21										
NAL	06	-	-	-	03	-	11	-	-	-	20										
Ex MORG	05	-	-	-	26	-	03	-	-	-	39										
MISC	17	-	-	-	51	-	66	-	-	-	134										
ABL with	-	74	-	-	03	-	37	-	-	-	114										
LAUNDRY	-	03	-	-	-	-	08	-	-	-	11										
ACCM	-	20	743	-	2434	49	16	-	-	-	122									* FOR WRITE OFF	
KITCHEN	-	-	-	-	-	02	-	-	-	-	02									* FOR WRITE OFF	
VEHICLES	-	44	30	-	-	-	-	-	-	-	74										
TOTAL	29	141	40	-	111	70	169	-	-	-	560										

UNITED NATIONS ASSISTANCE MISSION FOR RWANDA  
UNAMIR

(MISSION DES NATIONS UNIES POUR L'ASSISTANCE AU RWANDA)  
(MINUAR)

0174968  
MISC 2355 KIGALI RWANDA

ROUTINE/PRIORITY/IMMEDIATE/MOST IMMEDIATE  
UNCLASSIFIED/RESTRICTED/CONFIDENTIAL/ONLY/CRYPTO  
PAGE 1 OF 1

FAX OUT NO.:

TO: CAPTAIN YOGI (ROOM 235) MOVCON DET UNAMIR REEF HOTEL MOMBASA	FROM: MR C.OUZIEL - CAO UNAMIR, KIGALI <i>for Mr. J. J. J.</i>
PREFIX NO.:	DATE: 20 JULY 1995
ATTN: CAPT YOGI MOVCON	PHONE: 212 963 3091
FAX NO: 254-11-471349	FAX NO: 212 963 3090
CLEARED: W.V. CLIVE CHIEF ISS <i>for Mr. J. J. J.</i>	DRAFTER: K. GLEESON CHIEF MOVCON FILE REF: MC/OPS/710 <i>Reum.</i>
SUBJECT: MOVCON SITREP FROM UNAMIR - KIGALI	

- (1) THE OP CHAMELEON TEAM IS DUE TO ARRIVE IN YOUR LOCATION ON 23 JUL 95. HAS MAJ EMBY BEEN IN CONTACT WITH YOU REGARDING ACCOMMODATION, TRANSPORT AND OFFICE REQUIREMENTS?
- (2) FOR THE LETTER FOR THE DESTRUCTION OF THE RATIONS, THIS WILL BE RAISED BY MAJ EMBY ON HIS ARRIVAL.
- (3) THE SUGGESTION TO TRAVEL TO NAIROBI TO FACILITATE THE CUSTOMS BOND IS GOOD, BUT THIS SHOULD BE DONE AFTER THE OP CHAMELEON HAS ARRIVED. WE EXPECT TO SHIP THE ANGOLA CONSIGNMENT IN LATE AUGUST. APPROACH THE PORT AUTHORITIES AND SEE IF THIS IS OKAY WITH THEM.
- (4) THE DECISION AS TO THE DESTINATION OF ALL THE CARGO WILL BE MADE BY EMBY AFTER HIS TEAM HAS INSPECTED ALL THE CONTAINERS AND UNITS. THIS SHOULD TAKE ABOUT 2-4 WEEKS. AT THAT POINT SHIPS WILL BE BOOKED FOR THE MOVE. AS CARGO IS CLEARED FOR UNAMIR KIGALI, IT WILL BE IMMEDIATELY DISPATCHED.
- (5) KEEP THE GOOD WORK UP. REGARDS.

*SSI CAO Ciss (MOVCON)*

**NOTE TO EXECUTIVE DIRECTOR**

In accordance with your request, I have discussed with the CAO, Mr. Chaim Oziel, the attached letter dated 10 July 1995 received from Mr. Jacques Maniraguha alleging violations of a Lease Agreement on the part of UNAMIR.

The CAO assures me that the matter will be settled, either by restoring the premises to its former condition or by the payment of compensation. He states that he has received instructions from the SRSG to resolve all such complaints against UNAMIR and to arrange for reparations to be made to the aggrieved party, if deemed necessary.



Ladan M. Rafii  
14 July 1995

Ms Rafii

Please continue to follow  
the matter

In this connection a reply  
should be prepared which  
you will have the CAO  
approve before it is signed

17. 7 95

WS

Spoke to CAO who is  
preparing a response -  
copy will be sent to us.

WML 21/7/95

Ms RAFII

MANIRAGUHA Jacques  
Député National  
B.P. 183 Kigali  
Tél. 75691  
Fax 75349

Could you check Kigali, le 10 Juillet 1995  
with Administration  
what is being done  
and report back to me, please?

A Monsieur le Représentant du Secrétaire  
Général de l'ONU au Rwanda, Son Excellence  
l'Ambassadeur SHAHARYAR KHAN à Kigali  
KIGALI ✓

11-2-95

W-8

Objet : Remise par MINUAR de l'immeuble sis  
parcelle 1131 à la date du 30 Juin 1995

Réf. : Contrat de bail du 13 Décembre 1993  
Contrat de bail du 22 Décembre 1994  
Ma lettre du 16 Mars 1995  
Ma lettre du 26 Juin 1995

Fin d'enfant  
examined  
not used, for  
refill  
ED  
CAO

Monsieur l'Ambassadeur,

Le bataillon indou de la MINUAR a quitté la parcelle 1131  
et l'immeuble y érigée, et il a laissé et la parcelle et l'immeuble dans un état déplorable.

En plus l'Etat Major du bataillon indou s'est autorisé à  
emporter deux mâts pour drapeaux que j'avais placé dans la parcelle en date du 1er  
Juillet 1988, date où l'Ambassade d'Algérie a occupé les lieux.  
Ni le bataillon Français de l'opération NOROIT, ni le bataillon Belge de la MINUAR, ni  
l'Etat Major du bataillon Ghanéen qui ont occupé les lieux successivement n'ont touché à  
ces mâts sauf pour y hisser leurs drapeaux. De quel droit l'Etat Major du Bn Indou qui a  
occupé l'immeuble après le Bn Ghanéen se permet de vandaliser mon bien!

J'exige que ces 2 mâts soient replacés à leur emplacement car les nouveaux locataires en  
ont besoin pour y hisser leurs drapeaux.

Si la Minuar a besoin de ces mâts qu'elle en paye le prix, soit 250.000Frw par unité.

En date du 1er Juillet 1995 j'avais convenu avec des officiers Minuar en charge du  
dossier (accommodation officers) que la MINUAR effectuera:

- La remise en état de la parcelle car l'Etat Major du Bn Indou s'est permis d'y  
creuser des terrains de jeux et d'y construire des abris de fortune.
- L'enlèvement de sacs de sable servant d'abri militaire
- L'enlèvement des fils de fer barberé placé tout au long de la parcelle
- L'enlèvement des peintures militaire (insignes des unités militaires) même les  
insignes du Bn Indou y figurent encore.
- Le paiement de 8.000\$US correspondant aux périodes où la MINUAR notamment  
Ghanéenne occupait les lieux sans paiement aucun.

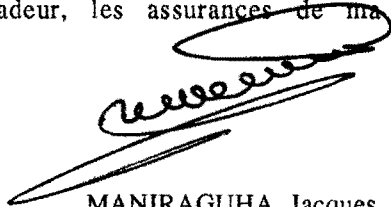
Quant à moi je me chargeais à mes frais sans autre forme de procès

- de reconstruire la clôture de la propriété
- de remplacer portes, vitres, et sanitaires cassés
- de faire la peinture intérieure et extérieure de  
l'immeuble

La Minuar avant d'effectuer ce qu'elle a promis me demande de signer un papier de décharge, comme quoi elle n'a pas de litiges avec moi ni présentement ni dans le futur, chose complètement illogique étant donné qu'elle doit d'abord nettoyer cette parcelle et effectuer les paiements demandés, à la date de la remise et reprise de la propriété, ce qui n'est pas encore fait à l'heure où j'écris. Je dois préciser que je compte un manque à gagner de 334\$US par jour, jusqu'à la date de la remise en bon état de ma propriété (Cfr ma lettre du 26 Juin 1995).

L'on me dit aussi que la Minuar, a des avocats compétents par ce genre de litiges mais il me semble que cela procède de la mauvaise foi, car le dossier est complètement clair et s'il fallait malgré tout recourir aux arbitrages des tribunaux je suis prêt à me prêter à cet exercice par intermédiaire de mes avocats. Etant donné que les services MINUAR spécialisés en la matière veulent se dérober de leur responsabilités, je demande dès lors votre intervention pour régler ce litige à l'amiable.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances de ma haute considération.



MANIRAGUHA Jacques  
Député National

Copie pour information à :

- Monsieur le Ministre des Affaires Etrangères et de la Coopération  
Kigali.
- Monsieur le Commandant de la Minuar, le Général Toussignant  
Kigali.
- ACCOMODATION OFFICIER de la Minuar  
Kigali.

LEASE AGREEMENT

between

MANIRAGUHA JACQUES

and

THE UNITED NATIONS ASSISTANCE MISSION IN RWANDA

MIR4-979

THIS LEASE, made and entered into by and between Mr. Maniraguha Jacques for himself, his executors, successors and assignees, of B.P. 183, Kigali, Rwanda, on the one part, and the United Nations Assistance Mission in Rwanda (UNAMIR), of UNAMIR Headquarters, Amahoro Hotel, Kigali, Rwanda, represented by Mr. Ally H. Golo, the Officer-in-Charge, Administration, on the other part.

W I T N E S S E T H

WHEREAS Mr. Maniraguha Jacques represents that he is the lawful owner of Parcel 1131 in Kacyiru, Kigali, a two-storey building consisting of 11 rooms, 6 halls, 3 water closets, 3 bathrooms, 1 kitchen, 2 garages, 2 guest rooms, and 5 porches, to be used as accommodation for the Indian Battalion (hereinafter called the premises), and has undertaken to provide UNAMIR with a post-civil war proof of ownership;

AND WHEREAS UNAMIR desires, and Mr. Maniraguha Jacques accepts, that said premises be made available to UNAMIR to be used as accommodation for the UNAMIR Indian Battalion;

NOW THEREFORE, Mr. Maniraguha Jacques (hereinafter called "the Lessor") and UNAMIR (hereinafter called the Lessee) hereby agree as follows:

1. The Lessor hereby leases to the Lessee the said premises which include the plot of land on which the premises stand.
2. This Lease is for a term of one (1) year beginning on 1 August 1994 and ending 30 June 1995, or on such earlier date as it may terminate as herein provided, and cancels all other discussions or arrangements, heretofore entered into between the Lessor and the Lessee relating in any way to the premises.
3. The Lessee shall pay the Lessor for the premises, during the term specified in paragraph 2 hereof as it may be extended in accordance herewith, a rental of US\$2,000 (Two Thousand US Dollars) for each of the first five (5) months from 1 August 1994 to 31 December 1994 for a total of US\$10,000 (Ten

RECEIVED

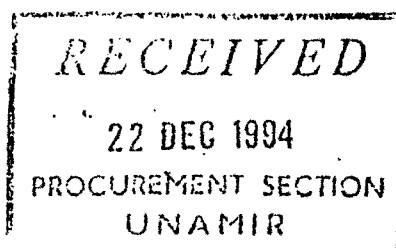
22 DEC 1994

PROCUREMENT SECTION  
UNAMIR

*[Signature]*

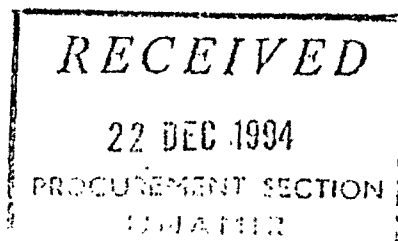
Thousand US Dollars) for the first period of the contract, and US\$3,000 (Three Thousand US Dollars) for each of the remaining months of the second period of the contract for a total of US\$18,000 (Eighteen Thousand US Dollars). Such rental shall be payable within the first five (5) days of each calendar month to the Lessor or his representative designated in writing.

4. The rent for the second month of the second period of the contract shall be paid in advance together with the rent for the first month (January 1995) of the second period of the contract, for a total of US\$6,000 (Six Thousand US Dollars).
5. The Lessee shall recover the advance pro rata over the remaining period of the lease.
6. The Lessee has the option to renew this lease for successive periods of one year on the same terms and conditions as are set forth herein except for the rent which shall be as agreed between the parties, provided that the Lessee shall exercise its option by giving to the Lessor written notice of its intention to renew not less than thirty (30) days prior to the expiration of the term of this lease or any renewal period hereof.
7. In case the mandate or funding for the Lessee is curtailed or terminated, or the level of the Lessee's representation in Rwanda is changed, the Lessee shall have the right to terminate this Lease for cause upon giving to the Lessor written notice of not less than thirty (30) days in advance of surrender of the premises, without the Lessor having the right to any payment other than for rental to the date the Lessee returns the keys to the Lessor.
8. The Lessor undertakes full and sole responsibility for the payment of all taxes and for any other charges of a public nature which are or may be assessed against the premises and other parts of the property in which the said premises are located.
9. The Lessor shall be responsible for repairing structural defects in the premises and other defects that are not caused by Lessee's personnel, vehicles or equipment, including defects in the drainage, sewage, plumbing, wiring or other installed systems. The Lessor shall arrange for repair at its own expense of such defects as soon as possible and not later than fifteen (15) days from the date of receipt of a written notice by Lessee of any such defects. For this purpose, the Lessor shall have the right upon reasonable notice to the Lessee and at reasonable times, to enter, inspect and make any necessary repairs to the premises, and shall have the right to enter the premises forthwith whenever necessary to make urgent, emergency repairs.

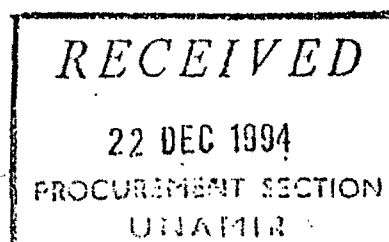




10. The Lessor, or his representative, shall also have the right to enter the premises at reasonable times and upon giving to the Lessee notice of not less than two (2) working days in order to inspect the premises and/or to effect repairs therein or to show it to potential tenants and/or buyers in the last two months prior to the expiration of the lease as it may have been extended hereunder.
11. The Lessor shall be responsible for satisfying any claims by third parties for personal injury, loss, illness, death or damage to their property occurring on the premises as a result of acts or omissions of the Lessor or of its servants or agents, and the Lessor shall hold the Lessee harmless from such claims.
12. The Lessee undertakes to take good care of the premises, and shall arrange to effect at its own expense repairs directly caused by its personnel, vehicles, equipment or an act of negligence on its part, as soon as possible. The Lessee shall not be responsible for any damage caused to the premises by the elements or by other events or persons over which it has no control.
13. The Lessee shall be responsible for the insurance of its own property, equipment and furnishings and of that of its employees in the leased premises.
14. The Lessee shall insure, or may self-insure against claims for negligence by third parties for personal injury or death or damage to their property arising from its occupation and use of the premises.
15. The Lessee shall have the right to make alterations, attach fixtures, and erect additions, structures, and signs in or upon the leased premises, and to affix a flagstaff in, upon or outside the leased premises; which fixtures, additions, or structures shall be and remain the property of Lessee and may be removed therefrom by the Lessee prior to or within a reasonable time after the term of this Lease; and the Lessee, if required by the Lessor, shall restore and return the leased premises in the condition provided in paragraph 17 hereof; provided also that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Lessee not less than thirty days before the expiration or termination of the Lease.



16. The Lessee shall not transfer, assign or sublet the premises or any part thereof, except to other units, organs or bodies of the United Nations or Specialized Agencies, without the written consent of the Lessor, which consent shall not, however, be unreasonably withheld, and when given to a transfer or assignment, said consent shall relieve the Lessee of all obligations under the lease upon consummation of the transfer or assignment.
17. The Lessee undertakes to pay for water and electricity consumption and telephone as per meter readings and telephone bills, respectively, for the duration of the lease.
18. Should the premises or any part thereof be damaged by fire or any other cause attributable to the Lessor, the following shall apply:
  - a) If the premises are partially damaged or rendered partially unusable, the damage thereto shall be repaired by and at the total expense of the Lessor, and Lessee shall only pay rent proportionate to the part of the premises that can be beneficially and fully utilized. However, should the Lessor fail to repair the damage within fifteen (15) days from their occurrence, the Lessee shall have the option to terminate the lease forthwith and recover any rent paid beyond the date of such termination.
  - b) If the premises are totally or substantially damaged or rendered unusable, then the Lessee shall have the option to terminate the lease forthwith and to recover any rent paid for the period beyond the date of such termination.
19. If either party fails to fulfil any of the fundamental obligations of this lease the wronged party shall notify the other of his default by registered letter. If the defaulting party does not remedy its default within one month the wronged party shall cancel the present contract without prejudice to other sanctions provided by the agreement.
20. Upon the termination or expiry of this lease as provided therein, Lessee shall vacate and surrender the premises to the Lessor broom-clean and in a condition not worse than that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Lessee has no control, excepted.
21. Any dispute, controversy or claim arising out of or relating to this Lease, or the breach, termination or invalidity thereof, shall, unless it is settled amicably by negotiation or other agreed mode of settlement, be settled by arbitration.

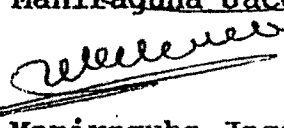


at the request of either Party, in accordance with the UNCITRAL Arbitration Rules then obtaining. The International Chamber of Commerce (ICC) shall also serve as the Appointing Authority under the Rules. The Parties hereto agree to be bound by any arbitration award rendered under this clause as the final adjudication of such dispute, controversy or claim.

22. Any notice which either party hereto is to give to the other party shall be deemed validly given if sent by registered letter or delivered against a signed receipt at the other party's address as specified in the preambular paragraph of this lease.
23. Nothing contained in this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, whether pursuant to the Convention on the Privileges and Immunities of the United Nations or other Convention, law or decree of an international or national character, or otherwise.
24. The Lessor undertakes to pay the stamp duties for, and the taxes or levies on, this Lease, if any.

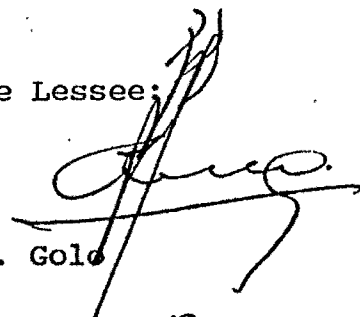
IN WITNESS WHEREOF, the Parties hereto have set their signatures below at Kigali.

Lessor:  
Maniraguha Jacques

  
Maniraguha Jacques

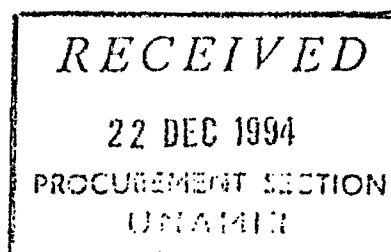
Date: 22.12.1994

For the Lessee:  
UNAMIR

  
Ally H. Gold

Date:

22/12/94



CONTRAT DE BAIL

N° UNAMIR/BE φ 2

E N T R E :

Monsieur MANIRAGUHA Jacques, B.P. 52 Kigali, ci-après dénommé le BAILLEUR et Le Bn Belge de la MINUAR, ici représenté par:  
.....*Le Colonel BEM MARCHAL*.....  
ci-après dénommé le PRENEUR.

IL A ETE CONVENU ET ACCEPTE CE QUI SUIV

Article 1er :

Le Bailleur donne en location au Preneur qui accepte, l'immeuble érigé sur la parcelle n° 1131 du Plan Cadastral de la Ville de KIGALI (KACYIRU-SUD).

Article 2 :

Le présent contrat de bail prend cours à la date du 15 décembre 1993. Ce contrat de bail est conclu pour une durée de ~~1~~ *trois* années renouvelable.

Article 3 :

Le loyer est fixé à la somme de 2.000 \$US (deux mille dollars américains). Il est payable mensuellement et anticipativement le 1er jour de chaque mois.

Une avance de ~~...dix mois...~~ est payée par le Preneur à la signature du présent contrat.

Article 4 :

Un dépôt de garantie égal à UN mois de loyer est payé au Bailleur à la signature du contrat de location. Le dépôt de garantie est restitué au Preneur à la fin de l'occupation du bien loué, déduction faite du coût de dommages éventuels occasionnés à l'immeuble par le Preneur. La somme du: *garantie sera versée sur le compte du MINISTRE DES FINANCES BELGE - RELEVÉ DE TRESORERIE CCP 000-2002200-23 avec mention " pour MDN 16-8204-01-73 UNAMIR GARANTIE BE02*

Article 5 : Le parking et la voie d'accès si ils sont abîmés sont réparés par le Preneur.

~~En cas de faillite ou de déconfiture du Preneur, celui-ci s'engage à rembourser le Bailleur par priorité par produit de la vente de ses biens se trouvant dans l'immeuble loué et, en cas d'insuffisance du montant, d'y suppléer par le produit de la vente de ses autres biens meubles et immeubles.~~

Article 6 : Celui-ci prend à sa charge le vidage et les septiques.

L'entretien de l'immeuble loué, les réparations locatives et l'entretien de la parcelle sont à la charge du Preneur. Les autres réparations étant à charge du Bailleur.

Le Preneur reconnaît avoir reçu l'immeuble en très bon état et s'engage à le rendre en bon état, vétusté admise, à la fin du contrat. Si à la fin du contrat, celui-ci ne peut être renouvelé, pour quelque cause que ce soit, le Preneur s'engage, avant de quitter, à repeindre en totalité la maison intérieurement et à rafraîchir les peintures extérieures.

Article 7 :

Le Preneur se déclare seul responsable vis-à-vis du service de l'hygiène de tout ce qui regarde la propreté du bien loué.

Article 8 :

Les taxes de consommation d'eau et d'électricité sont à charge du Preneur. L'installation des compteurs est à charge du Bailleur.

Article 9 :

Les autres taxes et impôts relatifs à la parcelle et à l'immeuble, sont à charge du Bailleur.

Article 10 :

Le Preneur prendra à sa charge l'assurance contre les risques locatifs et le recours des voisins et à cet effet, il présentera au Bailleur la police souscrite ainsi que la preuve du paiement de la prime y afférent. Le Bailleur prendra soin d'assurer le bâtiment.

... / ...

*[Signature]*

Article 11 :

Le Preneur ne peut ni céder le bail ni sous-louer une partie du bien loué à une tierce personne qu'avec l'accord préalable et écrit du Bailleur. Ce dernier s'engage à donner cet accord s'il n'existe pas de raison pertinente pour le refuser. Le Preneur usera du bien loué en bon père de famille et n'apportera ni modification ni changement à la l'immeuble sans autorisation préalable écrite du bailleur. Le Preneur est autorisé de construire des annexes si besoin en est dans l'arrière-parcelle à l'usage de bureaux, magasins ou habitations.

Article 12 :

Les plans ou croquis seront soumis à l'approbation préalable du Bailleur. Les ajoutes et (ou) les modifications apportées à l'immeuble ainsi que les constructions dont il est question à l'article 11 par le Preneur, avec l'accord préalable et écrit du Bailleur, resteront acquises au Bailleur et le jour où le Preneur devra quitter la maison louée, il ne pourra ni les enlever ni prétendre à une indemnisation à quelque titre que ce soit.

Article 13:

Le Bailleur peut vendre le bien loué à n'importe quel moment; il est tenu dans ce cas de veiller à ce que l'Acheteur reconduise les termes de ce contrat au profit du Bn Belge de la MINUAR.

Article 14 :

<sup>un</sup> ~~Trois~~ mois avant l'expiration du bail, chacune des parties peut manifester, par lettre recommandée à la poste, la volonté de renoncer au bail. Dans le cas contraire, le bail est renouveler d'office par tacite reconduction pour une durée de ~~4~~ <sup>un</sup> ~~Trois~~ mois.

Article 15 :

Pour ce qui n'est pas expressément stipulé dans le présent contrat de bail, les parties déclarent s'en remettre aux dispositions légales et réglementaires en vigueur en matière de bail au Rwanda.

... / ...



Article 16 :

En cas de contestation, si un accord à l'amiable ne pouvait intervenir, le Tribunal de Première Instance de Kigali sera compétent pour connaître tout litige pouvant survenir à l'occasion de l'exécution ou de l'interprétation du présent contrat de bail.

Ainsi fait de bonne foi à Kigali,  
en deux exemplaires, le 13 décembre 1993.

**LE BAILLEUR :**

MANIRAGWA Jacques

**LE PRENEUR**

Le Bn Belge de la MINUAR

Ici représenté par

.....

.....

MANIRAGUHA Jacques  
Député National  
B.P. 183 Kigali  
Tél. 75310  
Fax 75349

Kigali, le 26/6/1995

MINUAR à Kigali  
ACCOMODATIONS SELLS

Att : ACCOMODATION OFFICER  
Miss LEILA AWALE

Objet : Remise par MINUAR de l'immeuble sis  
parcelle 1131 à la date du 30 juin 1995

Messieurs,

Je vous rappelle par la deuxième fois que le contrat que j'ai signé avec vous pour la location de la parcelle 1131 du plan cadastral de la ville de Kigali expire le 30 Juin 1995. A cette fin je vous avais fait parvenir dans les délais suffisants une lettre de préavis en date du 16 Mars 1994.

Le 26 Juin 1995, j'ai visité les lieux avec l'Officier en charge du dossier Miss LEILA AWALE, mais je n'ai pas pu visité tout l'immeuble car l'Etat-Major du Bn Indou ne l'a pas permis; attitude blessante envers un bailleur qui n'est que dans son droit surtout que j'en avais demandé l'autorisation aux officiers MINUAR en charge du dossier.

En conséquence, j'exige que ma parcelle 1131 ainsi que les constructions y érigées me soit remis en bon état le 30 Juin 1995; la MINUAR devra de ce fait :

- remettre la parcelle dans l'état où elle était avant l'occupation par la MINUAR; les militaires Indous qui occupent les lieux se sont permis sans mon accord de creuser les terrains de jeux dans les jardins à la parcelle
- faire enlever les cloisons en bois et autres matières que les militaires ont placé dans les différentes pièces de la maison
- faire réparer les sanitaires et les portes et remplacer les vitres cassés les luminaires abîmés
- faire enlever les bâtiments de fortune que les militaires Indous ont érigé dans la parcelle sans mon autorisation contrairement aux règles élémentaires régissant les contrats de bail
- faire réparer la clôture qui entoure la parcelle



- faire réparer l'aire de parking aux endroits où les camions militaires l'ont démoli
- repeindre la maison en totalité (voir article 6 du contrat de bail du 13 Décembre 1993)
- enlever les sacs de sable servant d'abri aux militaires hôtes des lieux

Je dois également signaler que depuis Avril jusqu'au Juillet 1994, la MINUAR n'a pas payé les loyers dus aux termes du contrat signé en date du 13 Décembre 1993 soit un montant de  $2.000\$ \times 4 = 8.000\$US$

En outre, si à la date du 30 Juin 1995 l'immeuble ne m'est pas remis, la MINUAR devra déboursier une pénalisation de 334\$US (trois cent trente quatre dollars américains) par jour, étant donné que j'ai un preneur pour un loyer de 10.000\$US par mois et qui me réclame la même pénalisation par jour s'il ne peut jouir des lieux.

Il va sans dire que la remise en bon état de la parcelle et de l'immeuble est une condition indiscutable et que même si la pénalisation était payée, cela ne dispense pas la MINUAR de cette obligation. Je joins en annexe les copies :

- du contrat de bail du 13 Décembre 1993
- du contrat de bail du 22 Décembre 1994
- de la lettre de préavis du 16 Mars 1995
- des correspondances adressées à la MINUAR en date du 03.11.1994
- des photos de la parcelle et de l'immeuble au moment de la location par la MINUAR belge (N.B. à me rendre après usage).

J'ose espérer que ce problème sera réglé à l'amiable dans les délais prévus dans le contrat de bail sans qu'il soit nécessaire de recourir à une autre forme d'arbitrage.

Veillez agréer, Messieurs, les assurances de ma considération la plus distinguée.

  
MANIRAGUHA Jacques

Député National

MANIRAGUHA Jacques  
Député National  
B.P. 183 KIGALI  
Tél: 75691  
Fax: 75349

Kigali, le 16 Mars 1995

MINUAR à Kigali  
Att : ACCOMMODATIONS SELL

Messieurs,

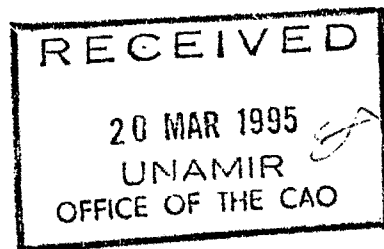
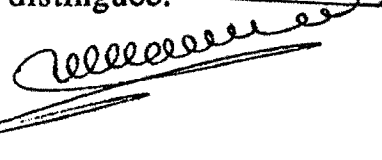
Objet : Préavis  
Réf : Contrat de bail  
du 22.12.94  
(MIR 4-979)

Me référant au contrat de bail  
signé entre nous en date du 22.12.94, j'ai l'honneur de porter à  
votre connaissance que ce contrat expire le 30 Juin 1995 et ne sera  
pas renouvelé.

En effet, l'immeuble sis parcelle  
1131 à KACYIRU aura une autre destination. Dans le préavis vous  
donné, il va sans dire qu'il vous incombe de remettre les jardins de  
cette résidence en bon état car j'ai constaté que des terrains de  
volley-ball y ont été aménagés, d'ailleurs sans mon autorisation.

Vous voudrez également enlever  
les cloisons installés dans l'immeuble afin de lui rendre son état  
normal.  
J'espère que le bien loué me sera remis dans un état acceptable.

Veillez agréer, Messieurs,  
les assurances de ma considération la plus distinguée.



MANIRAGUHA Jacques  
Député National



DATE: 24 July 1995

Dear Mr. Maniraguha,

I would like to thank you for your letter of 10 July 1995 concerning the property at lot 1131 previously used by UNAMIR troops.

I can reassure you that damage caused by UNAMIR troops during their use of the property will be rectified. Our engineers are already looking into the matter and some of the necessary work has already started. We hope it will be completed by end-August.

Sincerely,

A handwritten signature in black ink, appearing to be "Chaim Ouziel".

**Chaim Ouziel**  
Chief Administrative Officer

Mr. Jacques Maniraguha  
Député National  
P.O. Box 183  
Kigali



UNAMIR - MINUAR

INTERNAL MEMORANDUM  
MEMORANDUM INTERIEUR

Date: 13 July 1995

To: ED  
CAO

From: Shaharyar M. Khan  
SRSG

Subject: Rwandese services

In the immediate future, I would like the administration to focus on the following issues:

- a) Have we repaired, "cleaned-up" the buildings, properties that we leave and that we have been occupying.
- b) Are we using, to the maximum extent possible, Rwandese goods, contracts, middle-men services instead of outside sources. Has not the time come for us to review these contracts because Rwanda is now capable of delivering? My preference would be for us to use Rwandese goods, services, contracts etc, if available. Outside contracts should be used only if Rwandese cannot deliver or are inordinately expensive.
- c) Have we still contracts, leases with people who are seen as "criminals". Are we paying their rents, contracts outside the country. This should be suspended and a written order obtained from government to pay into an alternative account.

Ms Rafic

Please discuss

17.7.95

WS



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OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

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DATE: 15 July 1995

TO: Mr. William Clive, CISS  
Mr. Hugo Valdes, CPO

FROM: Chaim Ouziel, CAO

A handwritten signature in dark ink, appearing to be "Chaim Ouziel", is written over the printed name.

SUBJECT: Rwandese services

Please refer to the enclosed self-explanatory memorandum of yesterday from the SRSG.

In line with his directive, we should focus on the three areas mentioned, vis:

(a) Leaving all buildings and other properties in good and clean order. While it is realized that in many cases we began using such buildings or properties after they had been already damaged in the war, we should strive to leave them in as good an order as possible above that in which we entered them. As you may know, we have made budgetary provisions for such repairs, be it in the context of "alterations" or for "claims".

As the SRSG requested separately, a brief report should be prepared for each property we occupied and vacated in the past, stating the state in which we received and the state in which we left; and a similar report should be done for each property as we vacate it in the future. We should review these reports to establish possible additional repairs, or damage payments which may be called for on our part. The spirit for repairs should be - do as much as possible to leave the properties in as good a state as possible above that in which we entered into them.

(b) Procure Rwandese goods as much as possible within the UN procurement rules. In that - certainly invite as many Rwandese suppliers to bid as may be locally available.

(c) Not renew, or, if possible end contracts with "criminals".

CC: SRSG  
FC  
ED  
CBMS  
CBOI  
STO  
STAs



UNAMIR - MINUAR

INTERNAL MEMORANDUM  
MEMORANDUM INTERIEUR

Date: 13 July 1995

To: ED  
CAO

From: Shaharyar M. Khan  
SRSG

A handwritten signature in dark ink, appearing to read "Shaharyar M. Khan".

Subject: Rwandese services

In the immediate future, I would like the administration to focus on the following issues:

a) Have we repaired, "cleaned-up" the buildings, properties that we leave and that we have been occupying.

b) Are we using, to the maximum extent possible, Rwandese goods, contracts, middle-men services instead of outside sources. Has not the time come for us to review these contracts because Rwanda is now capable of delivering? My preference would be for us to use Rwandese goods, services, contracts etc, if available. Outside contracts should be used only if Rwandese cannot deliver or are inordinately expensive.

c) Have we still contracts, leases with people who are seen as "criminals". Are we paying their rents, contracts outside the country. This should be suspended and a written order obtained from government to pay into an alternative account.

UNITED NATIONS  
ASSISTANCE MISSION FOR RWANDA



NATIONS UNIES  
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

Mr. Oliver  
Mr. Lesana  
Mr. Lombardo

NOTE

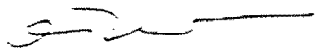
10 July 1995

TO : Chief Administrative Officer  
Chief of Staff

SUBJECT : Repair of buildings occupied by UNAMIR

The buildings that UNAMIR has occupied are increasingly being released with the phase-down of our mandate. These include schools, hospitals, stadia, government and private buildings. I would like to ensure that, whenever we lease a building that we have used, it should be left in the best possible state of maintenance, repair etc. This has not been the case so far leading to justified aggrievement by the Rwandese Government. For instance, the Amahoro Stadium's playing area that we occupied over months was left in a poor condition. The hospital complex was also left in a shoddy state when we moved out. This gives UNAMIR a poor image.

The SRSG would like a report on the buildings that we have left and their current state of repair/maintenance.

  
Isel Rivero

Special Assistant to the SRSG

cc: Force Commander  
Executive Director,