

JD ROOT SERVICES CORPORATION

20 JULY - 20 SEPT 1995

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UNAMIR - MINUAR

INTER-OFFICE MEMORANDUM

28 September 1995

TO: Mr V. Tompkins, BRSC A/PGM

FROM: Mr G. Brière, CCM *G. Brière*

INFO: Mr W. Clive, OIC Adm
Mr K. Nilsvang, CCPO
Mr P. McNeil, CFO
Mr M. Ncube, C BOI/Legal Officer
Ms L. Rafii, Legal/Political Officer

REF: A. BRSC memo dated 22 Sep 95 (copy attached)
B. CCM memo dated 09 Sep 95

SUBJECT: PAY ADJUSTMENT - BRSC LOCAL NATIONAL EMPLOYEES -
18 MARCH TO 30 SEP 95

1. I have received the plan (ref A) you have developed for the Local National employees pay adjustment program. I have reviewed this plan and it meets all the criteria I have set at ref B. I support your approach and therefore, I have authorized the OT and WDN requests. These forms are attached to this memo.

2. Please ensure that these back-payments are segregated in your cost accounting and financial systems. I would also ask you to make the payments from previous Contract budget for the pay adjustments for the period 18 March to 31 May 95 and to use the actual Contract budget for the pay adjustments for the period 01 June to 30 Sep 95.

3. I would ask you to inform me ASAP once you will have calculated the total costs of this back-payments program. Finally, I would ask you to give me a final report on the actual amount paid once the program will be completed and NLT 15 December 1995.

4. Thank you for your cooperation in this matter. Please do not hesitate to contact me if you need additional information.

Attachments: 02

C:\DATA\BRSC\NC_WBS\12\PAY_ADJ.002



Brown & Root Services Corporation

Kigali, Rwanda
Tel 85750/Ext 201

Friday, 22 September 1995

Mr. Gilles Brière
Responsible Officer
UNAMIR/CMC, Kigali, Rwanda

3199

Subject: Contract PTS/CON/184/95; Local National Pay Adjustment

Dear Mr. Brière:

In response to your letter of 9 September 1995 and OHRM's directed pay adjustment to all UNAMIR Local National employees. Within the same parameters outlined within your letter, attached is our cost estimate to accomplish the back-payment of all Local National employees. As you will note, we believe additional staff and computer support are not necessary. We can accomplish the back-payments within our present project staff through the use of overtime. As a point of clarification, all back-payments will be segregated within our cost accounting and financial systems for reimbursement and audit purposes.

With your approval of the (i) attached overtime request/estimate, and (ii) Task Deviation Notice (TDN), we intend to have all back-payments calculated and commence payments 1 November 1995 and ceasing payments on 31 November 1995. Our approach and method of payment are as follows:

- a. Calculate entitlements for all employees currently on board and those who were also on board during the period 18 March 1995 through 30 September 1995.
- b. Upon completion of the calculations, an extra pay voucher will be executed and provided to current employees simultaneously with their normal pay schedule.
- c. Upon completion of the calculations for former employees, an announcement will be posted at all job sites with attention to former employees by name. The notice will include instructions to report to the site manager at specified daily hours and upon presentation of proper identification from the Prefecture, or authorized representative, back-payments in Rwandese Francs will be given upon execution of a pay receipt for the same.

Consistent with your letter, the site notices will include a 30-day period (window) in which former employees may claim entitlements. Following this period, any entitlement is deemed to have been relinquished and waived.

2 Atchs
a/s


Gerald W. Hillman
Contracts/Bus Manager



OVERTIME REQUEST FORM (OT)
BRSC / UNAMIR

TODAY'S DATE: 22-Sep-95

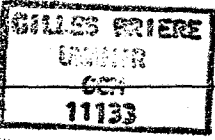
WORK ORDER #: Task 01 (Mgmt/Admn)

REASON FOR OVERTIME: Inputing Local National timesheets by individual employee for Wage Adjustment

EMPLOYEES REQUESTING OVERTIME

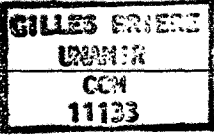
Name of Person Requesting Overtime	UN ID #	Date of Overtime	Amount of Overtime Hours	BRSC Task Manager Signature
C. David Smith (BRSC)	C1019	See Attachment	45	
Vaughn Tompkins (BRSC)	C1549	"	24	
Monty Montemayor (BRSC)	C1616	"	54	
Isagani Reli (TCN)	C1638	"	86	
Tagumpay Tapia (TCN)	C1636	"	86	
Cirilo Hicban (TCN)	C1651	"	86	
Antonio Onia (TCN)	C1686	"	86	
Vicente Tapia (TCN)	C1636	"	86	
Ernie Baria (TCN)	C1703	"	86	
Zuwaina Sultan (TCN)	A010A	"	86	
Tim Sheppard (BRSC)	C238	"	9	

* Write the date approved/not approved in the appropriate box.

UNAMIR T.O.M. *Abine for* 

BRSC OPS MGR. *Stephen Lamphier*

BRSC PROJ. MGR. *Stephen Lamphier*

UNAMIR CMC CO *Abine for* 

Approved	Not Approved
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25/9/95	
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9/20/95	
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9/20/95	
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15/9/95	
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OT #: <u>E0224</u>

OVERTIME SUMMARY

		WEEK ENDING						TOTAL
		30-Sep-95	7-Oct-95	14-Oct-95	21-Oct-95	28-Oct-95	4-Nov-95	
*C. David Smith (BRSC)	C1019	9	0	9	9	9	9	45
*Vaughn Tompkins (BRSC)	C1549	4	4	4	4	4	4	24
*Monty Montemayor (BRSC)	C1616	9	9	9	9	9	9	54
Isagani Reli (TCN)	C1638	15	15	15	15	15	11	86
Tagumpay Tapia (TCN)	C1636	15	15	15	15	15	11	86
Cirilo Hicban (TCN)	C1651	15	15	15	15	15	11	86
Antonio Onia (TCN)	C1686	15	15	15	15	15	11	86
Vicente Tapla (TCN)	C1636	15	15	15	15	15	11	86
Ernie Baria (TCN)	C1703	15	15	15	15	15	11	86
Zuwalna Sultan (TCN)	A010A	15	15	15	15	15	11	86
**Tim Sheppard (BRSC)	C238	0	9	0	0	0	0	9

* The listed BRSC employees listed are currently working a 54 hour week, so the additional time required is only 9 hours per week.

** Tim Sheppard will be filling in as Controls Manager while D. Smith is on R&R.



TASK DEVIATION NOTICE (TDN)

BRSC / UNAMIR

TODAY'S DATE: 22-Sep-95

WORK ORDER #: Task 01 (Mgmt/Admn)

WORK ORDER DESCRIPTION: Inputing Local National timesheets by individual employee for Wage Adjustment

DEVIATION DESCRIPTION

Per UNAMIR, a labor adjustment is to be paid to all Local National Employees for the period 18Mar thru 30Sep.

Number of Additional Employees Required:

Expat _____ TCN _____ LN (Skilled) _____ LN (Unskilled) _____

Duration of Deviation: See Attached Overtime Request Form

Task Deviation Cost: \$6,654.00

* Write the date approved/not approved in the appropriate box.

Approved *	Not Approved
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BRSC OPS MGR. *[Signature]*

9/20/95	
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BRSC PROJECT MGR. *[Signature]*

9/20/95	
---------	--

UNAMIR T.O.M. *[Signature]*

25/9/95	
---------	--

UNAMIR CMC CO *[Signature]*

25/9/95	
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TDN #	T0043
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GILLES BRIERE
UNAMIR
CCM
11133



NOTE FOR THE FILE

On 22 September 1995, Mr. Gerald Hillman from Brown & Root and I went to the Rwandese Ministry of Defence to meet Mr. Claude Dusaidi, the Political Adviser to the Vice-President and Minister of Defence. The meeting was convened at the request of Mr. Dusaidi who contacted Brown & Root to obtain clarification on their status vis à vis the United Nations.

Mr. Dusaidi began by stating that the Vice-President had requested him to clarify the status of all UNAMIR contractors operating in Rwanda. He further added that the Vice-President was getting rather impatient and had threatened to close down the operations of all UNAMIR contractors until he had received a proper response on the matter. We were informed that the question of their status had to be resolved on an expedited basis due to the possible termination of UNAMIR's mandate in December 1995.

Mr. Hillman informed Mr. Dusaidi of the relationship between Brown & Root and the United Nations, as well as with UNAMIR. Although he discussed the contractual arrangements and working relationship, there was no discussion of whether Brown & Root was covered by the privileges and immunities of the United Nations. Mr. Dusaidi appeared to be satisfied with the information given, and we gave him the name and telephone number of Mr. Gilles Brière as the contact person at UNAMIR for all matters dealing with UNAMIR contractors.

We were also able to discuss the Hosh dispute with Mr. Dusaidi who was unaware that Mr. Hosh had dropped his lawsuit against Brown & Root in Rwanda the previous day. Mr. Dusaidi did acknowledge, however, that Mr. Hosh's dispute was with the United Nations and not Brown & Root. The meeting took place in a warm and cordial atmosphere.

A handwritten signature in black ink, appearing to read "Ladan M. Rafii", is written above the typed name and title.

Ladan M. Rafii
Political/Legal Officer
23 September 1995

cc: ED
CAO



Brown & Root Services Corporation
Kigali, Rwanda
Tel 85750/Ext 201

Wednesday, 20 September 1995

Mr. Gilles Brière
Responsible Officer
UNAMIR/CMC, Kigali, Rwanda

Subject: Contract PTS/CON/184/95; Local National Maternity Leave

Dear Mr. Brière:


As a follow-up to earlier correspondence of 9 August 1995 (copy attached), request guidance on the application of sick leave to female employees absence from work due to maternity confinement.

Consistent with our contract, we are eager to comply with local Labor Laws relative to our employees. Absence any written direction for the Government of Rwanda, we would like to comply with UNAMIR Local National personnel policies and procedures much as we comply with UNAMIR pay scales.

Upon receipt of your guidance, we will advise our concerned employees of the applicable UNAMIR policy.

Sincerely,

Atch


Gerald W. Hillman
Contracts/Bus Manager

Copy to:
UNAMIR Legal/Political Advisor
UNAMIR Civilian Personnel



Brown & Root Services Corporation

Kigali, Rwanda

Tel 85750/Ext 201

Wednesday, 9 August 1995

Mr. Jacques Albert
Contract Administrator
UNAMIR/CMC, Kigali, Rwanda

Subject: Local National Maternity Leave

Dear Mr. Albert:

Reference G. Brière's letter of 29 July 1995, subject as above, copy attached.

While visiting with the UNAMIR Legal Advisor on another local national matter, I was advised that there are provisions within the UNAMIR Personnel Policies to grant maternity leave as special sick leave up to sixteen weeks. This advice was received from the Legal & Political Advisor's discussion with the UNAMIR Personnel Officer.

In view of the above, we would appreciate your reconsideration of the recognition and allowability of salary costs associated with the confinement of Mrs. Mukamuyando. Whereas the lady is employed by Brown & Root, we were not seeking your approval of her request, rather the reimbursement of her salary costs.

Sincerely,

Atch

Gerald W. Hillman
Contracts/Bus Manager

Copy To:
UNAMIR Legal/Political Advisor
UNAMIR Civilian Personnel



UNAMIR - MINUAR

INTER-OFFICE MEMORANDUM

12 Sep 95

TO: Mr T. Woods, BRSC PGM

INFO: Mr W. Clive, CISS
Ms L. Rafii, SRSG Legal/Political Officer
Mr M. Ncube, C BOI

FROM: Mr G. Brière, CCM *Abiere*

REF: A. BRSC memo dated 09 Aug 95 (copy attached)
B. CMC memo dated 31 July 95 (copy attached)
C. SRSG coded cable dated 28 Aug 95
D. Pol/Leg Offr memo dated 04 Sep 95 (copy attached)

SUBJECT: SOCIAL SECURITY - BRSC EMPLOYEES

1. This memo is to inform you that the request for guidance that you sent to my office under cover of ref A was forwarded to the Legal/Political Officer for directions.
2. As you are aware, I wrote several letters and FAX on this subject to UN NY and our Legal Advisor. More recently, I wrote a memo to our Legal Advisor in view to recapitulate the situation (ref B). During the past months, several FAX have also been exchanged between UNAMIR and UN NY to address this concern and the whole issue of the status of UNAMIR contractors. The last FAX sent by UNAMIR was on 28 Aug 95 (ref C) and we are still waiting a reply from OLA UN NY.
3. Since the issue raised in your memo at ref A is directly linked to the subject currently under review by UN NY, the Legal Officer informed me at ref D that we will wait to obtain a reply from UN NY before taking a decision to pay social benefits and to post notice to that effect.
4. I will keep you apprised as soon as I receive more information on the subject.

Attachments: 03



2851

Brown & Root Services Corporation
Kigali, Rwanda
Tel 85750/Ext 201

Wednesday, 9 August 1995

①

Mr. Jacques Albert
Contract Administrator
UNAMIR/CMC, Kigali, Rwanda

Subject: Social Security Notice

Dear Mr. Albert:


Your attention is invited to the attached letter and translation of a recent letter from the Social Security Institute (SII) of Rwanda requesting Brown & Root to post a notice of social security insurance for all local national employees.

Prior to complying with the SII request, request your concurrence and or other guidance as appropriate.

Sincerely,


Atch
a/s


cc: UNAMIR Legal Advisor
B&R F&A Mgr
B&R Cost Mgr


Gerald W. Hillman
Contracts Manager

② SRSG Legal O.

Please advise.


9/8

③ NTF
Ref Sise Legal Adv on 12/9
we will wait to receive
a reply in the coded cable
to USG NY

CCM
12/9/95

✓



UNAMIR - MINUAR

INTER-OFFICE MEMORANDUM

31 July 1995

TO: Ms L. Rafii, SRSG Legal Advisor

INFO: Mr C. Ouziel, CAO
Mr W. Clive, CISS
Mr T. Woods, BRSC PGM

FROM: Mr G. Brière, CCM *Brière*

REF:

- A. BRSC memo dated 09 May 95 (copy attached)
- B. BRSC memo dated 29 May 95 (copy attached)
- C. Letter of Rwandese Government dated 30 June 95 (copy attached)
- D. BRSC memo dated 09 July 95 (copy attached)
- E. BRSC memo dated 23 July 95 (copy attached)
- F. CMC FAX 043 - Weekly Logrep dated 19 April 95 (copy attached)
- G. CMC FAX 046 - Weekly Logrep dated 01 May 95 (copy attached)
- H. CMC FAX 063 - Weekly Logrep dated 23 June 95 (copy attached)
- I. SRSG FAX - CMC 067 dated 10 July 95 (not attached - coded FAX)
- J. CMC FAX 073 - Weekly Logrep dated 25 July 95 (copy attached)
- K. C BOI memo dated 04 July 95 (copy attached)

SUBJECT: SOCIAL SECURITY - BRSC EMPLOYEES

1. As discussed with you, the Government of Rwanda has been requesting BRSC to pay social security for all their LN employees. The Government Officials have been meeting with BRSC on several occasions and they have sent them several requests to pay these benefits. Copy of the documents received from the Government (ref A to E) are attached to this memo.

2. The Government of Rwanda is requesting BRSC to deduct 3% of the gross salary of each LN employee and to pay an employer contribution of 5% on all the salaries paid

to LN employees. The Government is asking BRSC to pay these contributions retroactively to the beginning of the Contract ie 26 July 94. In the last letter sent (ref C), they are charging interests for the payments due and they are imposing fines.

3. The problem has been mentioned in several FAX sent to UN NY (refs E to J) where I asked to be provided some directions WRT this problem. As of today I have not received any directions. Copy of the extracts of these reports are also provided with this memo. Please refer to the following sections/paragraphs of these documents:

- a. ref F - see paragraph 7;
- b. ref G - see paragraph 1;
- c. ref H - see paragraph 8 D;
- d. ref I - see paragraph 22; and
- e. ref J - see paragraph 8 H.

4. Also recently, the prefect of Gisenyi asked to the local FSA that UNAMIR pays the same benefits for the LN employed by UNAMIR. The Prefect was informed at ref K that UNAMIR did not have to pay these taxes according to the SOMA. It is unclear if this answer could apply for the employees hired by BRSC.

5. As discussed in our meeting, I would be very grateful if you could review this matter in concert with OLA in UN NY in order to provide me with some guidances. An answer is required ASAP since, as I indicated to you, BRSC is still not retaining the employee contribution on their salaries.

6. If it would be decided that BRSC would have to pay, they would have to do so for both (the employee and the employer) for the whole period. It would be impossible to recover the employees contribution because of the important LN employees turnover. Finally, these costs would be passed to the UN in accordance with the Contract if BRSC would have to pay.

7. Please do not hesitate to contact Mr Albert in my absence if you need further information. Your assistance is very much appreciated.

Attachments: 10

UNITED NATIONS

ASSISTANCE MISSION FOR RWANDA



NATIONS UNIES

MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

INTEROFFICE MEMORANDUM

TO: Mr. Gilles Brière
CMCO

LM

FROM: Ladan M. Rafii
Political/Legal Officer

DATE: 4 September 1995

SUBJECT: Payment of social security benefits for local employees

This is to inform you that we are still awaiting a response from United Nations Headquarters regarding the payment of social security benefits for local Rwandese employees by UNAMIR contractors. Although the matter has been brought to the attention of DPKO and the Office of Legal Affairs, we have yet to receive a formal notification of their decision on the matter.

We will inform you as soon as a response is received on their part.



UNAMIR - MINUAR

INTER-OFFICE MEMORANDUM

09 September 1995

TO: Mr T. Woods, BRSC PGM

FROM: Mr G. Brière, CMCO *MB*

INFO: Mr W. Clive, OIC Adm
Mr K. Nilsvang, CCPO
Mr P. McNeil, CFO
Mr M. Ncube, C BOI
Ms L. Raffi, Legal/Political Officer

REF: A. Pol/Leg memo dated 04 Sep 95 (copy attached)
B. CMC memo dated 11 March 95 (copy attached)
C. BRSC memo dated 02 Aug 95 (copy attached)
D. CAO memo dated 29 June 95 (copy attached)
E. CCPO memo dated 31 Aug 95 (copy attached)
F. Fax 2133 GMT 02/22/95 (copy attached)
G. Fax UN NY dated 16 June 95 (copy attached)

SUBJECT: PAY ADJUSTMENT - BRSC LOCAL NATIONAL EMPLOYEES -
18 MARCH TO 30 SEP 95

1. Following the approval by UN NY of a pay adjustment program for UNAMIR LN employees, I have decided to authorize BRSC to pay similar bonuses to your LN employees. The aim of this memo is to provide you with details of this pay adjustment program.

2. I have considered taking this opportunity to collect the 3% employee contribution for the Rwandese Government social benefits program. However, considering that it would be an extremely complex process to review all the employee records/time sheets starting 26 July 94, that we have not yet obtained a decision from UN NY on this matter (ref A) and that it would not be cost effective (money recovered would not cover the cost of the salaries of the additional personnel which would need to be hired), I have decided not to do so.

3. As you are aware, there have been significant fluctuations of the RWF during the past few months which have had a serious impact on the cost of living. Considering this, OHRM UN NY, authorized the payment of a pay adjustment to all UNAMIR LN employees.

4. As you also know, we have modified the pay scale of your LN employees to match the pay scale of UNAMIR LN employees in order for all employees to receive fair and equal pay

for their work (ref B). Based on this, I support your recommendation made at ref C and I have decided, in consultation with CISS and CCPO, that this pay compensation should also be paid to BRSC LN employees.

5. Since the new pay scale of your employees was effective 18 March 95, you are therefore authorized to pay the following pay adjustment to all your actual and ex employees, **except those who were laid off for disciplinary/unsatisfactory performance reasons:**

- a. period of 18 March to 30 Apr: 15.6 % (ref D);
- b. period of 01 May to 30 June 95: 54 % (ref E);
- c. period of 01 July to 30 Sep 95: 81.4 % (ref F).

6. I would ask you to develop a plan ASAP and NLT 23 Sep 95. I have included with this memo a copy of UN NY instruction on how to calculate these pay adjustments (ref G). However, I would urge you to send your pay master to meet the CFO pay clerk responsible for UNAMIR LN salaries, Mr Moumouni Saadou, to discuss the details. Once your plan will have been developed, I would ask you to present it present to me with an estimated total cost of this project.

7. I realize that the payment of this pay adjustment program will create a lot of work. As discussed, I will authorize you to hire additional staff to complete this project. Please have your plan include the number of personnel and an estimated time period you will need to retain these extra employees to complete this project.

8. Once your plan is approved, you should use all available means to communicate the details of this plan to all your actual incumbent and previous employees. Radio UNAMIR has already been approached to help us and they indicated that they would be pleased to help.

9. In order to avoid going through this painful process again in future, I have asked CCPO to request UNDP and OHRM to initiate a complete review of the pay scale. He will keep me apprised of the developments and I will ensure that this information is relayed to you.

10. Please do not hesitate to contact me if you need to further discuss this case.

Attachments: 07



INTEROFFICE MEMORANDUM

TO: Mr. Gilles Brière
CMCO

LM

FROM: Ladan M. Rafii
Political/Legal Officer

DATE: 4 September 1995

SUBJECT: Payment of social security benefits for local employees

This is to inform you that we are still awaiting a response from United Nations Headquarters regarding the payment of social security benefits for local Rwandese employees by UNAMIR contractors. Although the matter has been brought to the attention of DPKO and the Office of Legal Affairs, we have yet to receive a formal notification of their decision on the matter.

We will inform you as soon as a response is received on their part.



UNAMIR - MINUAR

INTER OFFICE MEMORANDUM

11 March 1995

TO: Mr J. Owens, BRSC PGM

INFO: Mr. H. Gollo, OIC Adm
Mr. P. Hornsby, CSS
Mr G. Wordley, CILM
Mr K. Nilsvang, CCPO
Mr P. McNeil, OIC Fin
Mr. M. Ncube, Legal Officer
Mr. J. Albert, CMC CA

FROM: Mr. G. Briere, CMCO RO *ABriere*

REF: A. CMC memo dated 26 Dec 95 (copy attached)
B. BRSC memo dated 19 Jan 95 (copy attached)
C. CMC memo dated 26 Jan 95 (copy attached)
d. CMC memo dated 23 Feb 95 (copy attached)
D. Disc CMCO/BRSC PGM dated 10 March 95

SUBJECT: PAY SCALE - LN EMPLOYEES HIRED BY BRSC

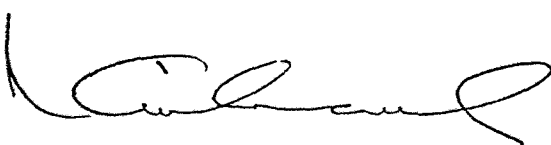
1. You were requested at ref A to meet with CCPO staff to review your pay scale in view of harmonizing it with the one currently in use for UNAMIR LN employees.
2. Your staff met on several occasions with CCPO staff and you proposed a pay scale for approval (ref B). This issue was also examined in parallel with the implementation program for paying all UNAMIR and your LN employees in FRW (ref C and D).
3. A scale has been developed by CCPO in FRW based on the official scale produced by UNDP. This scale take in account all the benefits that UNAMIR LN employees are getting (such as pension, ...). This pay scale is attached to this memo and provide you the monthly, weekly, daily and hourly wage based on a forty hours/week working schedule. As discussed at ref D, you are requested to sign at the bottom of the scale and to return me a copy of it (keep the original).
4. **This pay scale will be used for the salary earned after 18 March 95 if you have been able to notify your 1,700 LN employees. If you have not succeeded to notify all your employees by 18 March then the effective date of this new scale will be 25 March 95. Please advise me ASAP, by writing, which one of these two dates (18 or 25 March 95) will be the official effective date in order to have UNAMIR to use the same period.**
5. If you have any questions with regard to this question, please do not hesitate to contact me at phone No 11133.

Attachments: 05

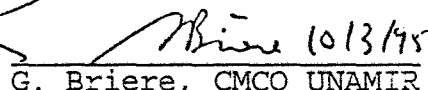
	COLUMN 1* MONTHLY	COLUMN 2* WEEKLY	COLUMN 3* DAILY	COLUMN 4* HOURLY
G1/I	21,441.49	4,963.31	992.66	124.08
G1/II	22,330.45	5,169.09	1,033.82	129.23
G1/III	23,180.11	5,365.77	1,073.15	134.14
G2/I	30,363.50	7,028.59	1,405.72	175.72
G2/II	31,175.01	7,216.44	1,443.29	180.41
G2/III	32,756.42	7,582.50	1,516.50	189.56
G3/I	42,858.70	9,921.00	1,984.20	248.03
G3/II	43,612.41	10,095.47	2,019.09	252.39
G3/III	46,292.02	10,715.75	2,143.15	267.89
G4/I	60,713.12	14,053.96	2,810.79	351.35
G4/II	63,140.72	14,615.91	2,923.18	365.40
G4/III	65,575.26	15,179.46	3,035.89	379.49
G5/I	76,532.98	17,715.97	3,543.19	442.90
G5/II	79,575.57	18,420.27	3,684.05	460.51
G6/I	96,498.26	22,337.56	4,467.51	558.44

Column 1 is indicating an estimated total amount of rwandese francs which will be paid net each month to UNAMIR staff (not considering forthcoming deduction for pension contribution). These indicated amounts are recommended for B&R salary scale.

Column 2, 3, 4 are indicating the weekly salary (based on 4.3 weeks per month), the daily salary (based on 5 days per week) and the hourly salary (based on 8 hours per day) respectively. Adjustments to enable round payments are recommended to be processed by rounding at the higher satisfactory amount, i. e. without reduction.



K. Nilsvang, CCPO UNAMIR

 10/13/95

G. Briere, CMCO UNAMIR

J. Owens, BRSC

GILLES BRIERE
UNAMIR
CMCO
11133



Brown & Root Services Corporation
Kigali, Rwanda
Tel 85750/Ext 201

2815

Saturday, 2 August 1995

①

Mr. Jacques Albert
Contract Administrator
UNAMIR/CMC, Kigali, Rwanda

Subject: Local National Staff - Cost-of-Living Bonus

Dear Mr. Albert:


A copy of the attached UNAMIR/CAO letter of 29 June 1995 was received by the undersigned on Friday of this week -- I believe our offices should have been included as an addressee at the time of issuance for compliance.

As you are aware, Brown & Root is contractually required to pay the same wages (including bonuses) as UNAMIR. Hence, it would appear that we have been remiss in not paying this bonus and should do so retroactively.

Request your concurrence whereas costs associated with this bonus as the same was not included within our contract price proposal. Upon your concurrence, we will confirm this letter with the contract deviation notice.

Sincerely,

Atch
a/s



Gerald W. Hillman
Contracts Manager

cc: F&A Mgr
Cost Mgr

② CCPO

1. Please advise if BRSC has to
pay the same Bonus to their
local nationals.

2. Thanks.


5/8



OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

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.

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.



UNAMIR - MINUAR

INTEROFFICE MEMORANDUM
MEMORANDUM INTERIEUR

Date: 31 August 1995

TO: All Locally Recruited Personnel on
300 Series Appointment

FROM: K. Nilsvang
Chief Civilian Personnel Officer

A handwritten signature in cursive script, likely belonging to K. Nilsvang, the Chief Civilian Personnel Officer.

SUBJECT: Payment of Salary for August 1995

We are pleased to inform you that based on the cost of living movement, OHRM, United Nations, New York has approved a special measure reflecting a non-pensionable bonus equal to 81.4 per cent for the period 01 July through 30 September 1995.

Every effort is being made to reflect the bonus in your salary for August 1995. However, in view of the fact that we have received OHRM's approval only recently and the calculations of the bonus will be retroactive to 01 July 1995, one full week's work will be required by Finance Section to process the salary for August. Therefore your salary for August 1995 will be paid only on 08 September 1995.

I count on your understanding and cooperation.

IN-706

FIN-0478

UNAMIR

23 FEB 1995

05 34

ZCZC NBSA8242 MCX7389

DD NEB

NEWYORK (UNNY) 2133 GMT 02/22/95

BT

GVO/HICOMREF

GVB/INTERLAB

GVB/METEOMOND

CONWAY

CORNWELL

RENLUND

GVF/UNISANTE

GVT/INTRADCCN

GVC/BURINTERA

SAN VINCENTI/LOPEZ

BERGGREN

BARE

TYTIUN

GVA/GATT

GVA/UNATIONS

GVJ/OMPI

ROLIAN

SJOGREN

WOODFORD

VIF/UNATIONS

VIE/INATOM

VIF/UNIDO

VANDERGRAAF

GOETHEL

CREYDT/JENKINS

NBB/UNHABITAT

NBB/UNITERRA

ARMILLAS

OUNI

IBF/INTBAFRAD

OSP/OFSANPAN

RAMPAL

LAVERTU

ROM/FOODABRI

MTL/ICAO

ADD/ECA

SLATER/JUGE

GOOSSEN

STUBES

LOO/INTERMAR

KGM/UNAMIR

JONES

GOLO

7182-02

RE KIGALI LOCAL SALARIES. PLEASED TO ADVISE YOU OF APPROVAL, BASED ON COST-OF-LIVING MOVEMENT, OF SPECIAL MEASURE NON-PENSIONABLE BONUS EQUIVALENT TO 15.6 PER CENT OF CURRENT SALARIES, I.E. GS REVISION 11 AND NO REVISION 03 FOR THREE MONTHS, WITH EFFECT ONE FEBRUARY 1995 THROUGH 30 APRIL 1995. REGARDS.

(WALTON)

UNAMIR
FINANCE SECTION
RECEIVED
CDS 2475
1995 FEB 22 083
ALL

N7F
② Ref die C190 1/9/95
UNAMIR has paid 15.6%
starting 1/3 not 1/2
since before that the
UNAMIR had a
different type of
from those of
OSP on which
these adj. are calculated
1/9/95

SAO, KIGALI

K9MF2908

UNITED NATIONS NATIONS UNIES



23392

Systems Support Section
 Phone Number: (212) 963 4625
 Fax Number: (212) 963 4184

FAX COVER SHEET

TO: UNAMIR Mr. Ally Golo OIC - Administration OUTGOING FAX: 3.3090	FROM: Jon Childerley, Chief Chief Systems Support Section Accounts Division, NYHQ
ATTN: Paul McNeil Chief Finance Officer INFO: Moumouni Saadou Finance Assistant	DRAFTED BY: Monica Tiongson- Eppert FAS, Systems Support Accounts Division, NYHQ s..f\fsit\unamir\corr\fax.6
Subject: NON-PENSIONABLE BONUS - LOCAL STAFF	
Number of Pages Including this: 2	Date: 16 June, 1995

AAA As per telephone conversation with Mr. Saadou on 15 June 1995, and based on our discussion with Compensation and Classification Unit, Non-Pensionable Bonus of 54% for the Local Staff for the months of May and June 1995, are to be calculated on the basis of the Net Salary including the Non-Pensionable component. The Non-Pensionable Bonus for these two months can be entered in the Adjustment Screen for the Local Staff Payroll after the NPB (Non-Pensionable Bonus) has been set up as an Earning and Deduction Code.

The following steps are to be followed in setting up the Earnings and Deduction Code:

From the Main Menu go to:

1. No. 2 - Supervisor's Menu (enter)
2. No. 1 - Maintenance (enter)
3. No. 5 - Deductions and Earnings Code (enter)
4. No. 1 - Deductions and Earnings Maintenance - Add (enter)

CAO

CFO

(M. Saadou)

- a. Code - NPB
- b. Description - Non-Pensionable Bonus
- c. Short Description - NPB
- d. Type - 4
- e. Obj. of Expenditure - 073
- f. Earnings Multiplier - 1

BBB Method of Claculation (example):

1. Net Salary Per Annum (including the Non-Pensionable Bonus) = Rw. Francs 252210.00
2. Non-Pensionable Bonus per annum =
Rw. Francs 252210.00 X 54% = 136,193.40
3. Non-Pensionable Bonus per month =
Rw. Francs 136,193.40/12 = 11,349.45
4. Non-Pensionable Bonus per day =
Rw. Francs 11,349.45/21.75 = 521.81

CCC We are still awaiting reply from the Compensation and Classification Unit for the calculation of the Non-Pensionable Bonus for the month of April 1995. As of now we are not certain whether the 15.6% Non-Pensionable Bonus from 1-30 April 1995 (already paid to the staff) is included in the 54% or the 54% is to be given on top of the 15.6%.

DDD We suggest holding off payment on the Non-Pensionable Bonus for the month of April until we receive clarification.

EEE Please be aware that Non-Pensionable Bonus as well as any other entitlements are not payable to the staff when on absence without leave.

FFF If there are any queries please call Monica T. Eppert/Gary Landes at ext. 3-3624/6370.

GGG Best Regards.

508
UNITED NATIONS

ASSISTANCE MISSION FOR RWANDA



NATIONS UNIES

MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

Post Office Box 749
Kigali, Rwanda
Voice (250) 84265
Fax (250) 86877

OUTGOING FAX NO _____
UNAMIR NO _____
MISC NO _____

PAGE 1 OF 5

ROUTINE/PRIORITY/IMMEDIATE/MOST IMMEDIATE
UNCLASSIFIED/CONFIDENTIAL/RESTRICTED/ONLY

TO: Mr. Hocine Medili, Dir FALD, DPKO, UN-NY FAX: (1-212) 963-0383	FROM: Mr. Chaim Ouziel, CAO FAX: (1-212) 963-3090 <i>Chaim Ouziel</i>
ATTN: Mr. Edward Barker Accounts, OPPBF, UN-NY FAX: (1-212) 963-4184	DATE: 6 June 1995
INFO: Mr. Amir Dossal, Chief Field Finance & Budget FALD, DPKO, UN-NY FAX: (1-212) 963-0642	
ORIGINATOR: <i>Paul McNeill</i> Chief Finance Officer VOICE: Ext. 15109	
SUBJECT: NON-PENSIONABLE BONUS	

This FAX will confirm the telephone conversation between Moumouni Saadou and Eddie Barker this afternoon regarding the 54% bonus for locally-recruited staff. Copies of related documents are attached. We have several questions.

- (1) Is the 54% in addition to the 25% component effective 1 July 1992 so that the total is 79%, or does the 54% include the 25% so that the total is 54%?
- (2) Regarding April only, does the 54% include the April bonus of 15.6% and/or the above 25%, so is the total 54%, 69.6% or 94.6%?
- (3) We propose to make a special payment in mid-June for April and May, and then to pay the June bonus with the regular end-of-June payment. Please advise us how to accomplish those calculations using PROGEN.

If you need further information, please feel free to contact Paul McNeill or Moumouni Saadou directly.

Regards.

ZCZC KGMS2656 MCX1170

DD

KGM

.NEWYORK (UNNY) 02 1900 GMT

BT

20963-06 GVO CONWAY / GVF SAN VINCENTI, LOPEZ, TYTIUN /
GVA ROLIAN, BAQUEROT / VIF VANDERGRAAF, CREYDT, INGRAM /
NBB ARMILLAS, BOELCKE / IBF RAMPAL / ROM SLATER, JUGE /
LOO JONES, GVB CORNWELL / GVT BERGGREN / VIE GOETHEL /
OSP LAVERTU / MTL GOOSSEN / KGM OUZIEL / GVG RENLUND /
GVC BARE / GVJ WOODFORD / ECA STUBBS

RE KIGALI LOCAL SALARIES. BASED ON COST-OF-LIVING MOVEMENT,
SPECIAL MEASURE NON-PENSIONABLE BONUS EQUAL TO 54 PER CENT OF
CURRENT SALARIES, I.E. GGSS REVISION 11 AND NNOO REVISION 03,
HAS BEEN APPROVED FOR THE PERIOD ~~ONE APRIL THROUGH 30 JUNE~~
1995. THE BONUS IS SUBJECT TO REVIEW IN JULY 1995. REGARDS.
(BRZAK-METZLER, OIC)

COL CKD

M6925 CDS 2475 KUT

=0602952121GMT

NNNN

UNAMIR - REGISTRY	Action to:	CFD
	03 JUN 1995	
	- Acknowledge	
	Initial:	

CMO 013-6

NS

CAO (CFD) CCPC E/DIR

KIGALI (Rwanda)

General Service Category - Salaries and Allowances
Showing Annual Gross and Net After Application of Staff Assessment
(in Rw. Francs)*

Effective 1 July 1992

Level		I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	XIII	XIV**
1	(Gross) (Net)	222920 252210	231800 261910	240670 271610	249540 281310	258410 291010	267280 300710	276160 310410	285030 320110	293900 329810	302770 339510	311640 349210	320520 358910	329390 368610	338260 378310
2		315200 353100	327620 366880	340040 380260	352460 393840	364880 407420	377300 421000	389730 434580	402150 448160	414570 461740	427060 475320	439790 488900	452530 502480	465260 516060	477990 529640
3		444900 494350	462730 513360	480550 532370	498370 551380	516190 570390	534010 589400	551830 608410	569660 627420	587480 646430	605300 665440	623120 684450	641010 703460	659050 722470	677100 741480
4		630250 692050	655450 718670	680720 745290	705990 771910	731260 798530	756530 825150	781810 851770	807080 878390	832350 905010	857750 931630	883340 958250	908940 984870	934540 1011490	960130 1038110
5		794460 865100	826050 898370	857760 931640	889750 964910	921740 998180	953730 1031450	985720 1064720	1017710 1097990	1049700 1131260	1081690 1164530	1113680 1197800	1145670 1231070	1177660 1264340	1209650 1297610
6		1001720 1081360	1041710 1122950	1081700 1164540	1121690 1206130	1161680 1247720	1201670 1289310	1241660 1330900	1281780 1372490	1322290 1414080	1362800 1455670	1403310 1497260	1443810 1538850	1484320 1580440	1524830 1622030
7		1261640 1351680	1312150 1403670	1362790 1455660	1413430 1507650	1464060 1559640	1514700 1611630	1565340 1663620	1615980 1715610	1666620 1767600	1717540 1819590	1768850 1871580	1820150 1923570	1871460 1975560	1922770 2027550

* Staff assessment is calculated on the basis of the 36-month average exchange rate of Rw. Francs 106.00 to US\$1.00. The official UN exchange rate for a given month will continue to be used for operational and Pension Fund purposes.

** Long-service step:

The qualifying criteria for in-grade increases to the long service step are as follows:

(a) The staff member should have had at least 20 years of service within the United Nations Common System and five years of service at the top regular step of the current grade.

(b) The staff member's service should have been satisfactory.

***The net salary figures are inclusive of a non-pensionable component of 25 per cent of the figures. The gross salaries were therefore derived based on 75 per cent of these net salary figures.

NOTE: The scale is based on a common workweek of 40 hours.

Revision 11
Apr-93

25%

IN-706

FIN-0478
UNAMIR

23 FEB 1995

05 34

ZCZC NBSA8242 MCX7309

DD NBB

.NEWYORK (UNNY) 2133 GMT 02/22/95

BT

GVO/HICOMREF

GVV/INTERLAB

GVG/METEOMOND

CONWAY

CORNWELL

RENLUND

GVF/UNISANTE

GVV/INTRADGEN

GVG/BURINTERA

SAN VINCENTI/LOPEZ/ BERGGREN

BARE

TYTIUN

GVA/GATT

GVA/UNATIONS

GVJ/OMPI

ROLIAN

SJOGREN

WOODFORD

VIF/UNATIONS

VIE/INATOM

VIF/UNIDO

VANDERGRAAF

GOETHEL

CREYDT/JENKINS

NBB/UNHABITAT

NBB/UNITERRA

ARMILLAS

OUNI

IBF/INTBAFRAD

OSP/OFSANPAN

RAMPAUL

LAVERTU

ROM/FOODAGRI

MTL/ICAO

ADD/ECA

SLATER/JUGE

GOOSSEN

STUBES

LOO/INTERMAR

KGM/UNAMIR

JONES

GOLO

7182-02

RE KIGALI LOCAL SALARIES. PLEASED TO ADVISE YOU OF APPROVAL,
BASED ON COST-OF-LIVING MOVEMENT, OF SPECIAL MEASURE
NON-PENSIONABLE BONUS EQUIVALENT TO 15.6 PER CENT OF CURRENT
SALARIES, I.E. GS REVISION 11 AND NO REVISION 03 FOR THREE
MONTHS, WITH EFFECT ONE FEBRUARY 1995 THROUGH 30 APRIL 1995.
REGARDS.

(WALTON)

UNAMIR
FINANCE SECTION
RECEIVED
CDS 2475
1995 FEB 24 14:22
ALL

15.6%

23 FEB 1995 05 34

SAO, KIGALI

(54% BONUS [April - June 95]
April to be withheld until further notice

G1: net annuel : 252210

$$\text{Bonus} = 54\% \text{ du net/an} = 252210 \times 54\%$$
$$\Rightarrow \text{Bonus/an} = 136193$$

$$^{\wedge} \text{ /mois} = 136193 : 12 = 11.349 \text{ FRW}$$

$$^{\wedge} \text{ /jour} = 11349 : 21,75 = 521.81$$

G2: net annuel = 353100

$$\text{Bonus/an} : 353100 \times 54\% = 190.674$$

$$\text{Bonus/mois} : 190.674 : 12 = 15890$$

$$\text{Bonus/jour} : 15890 : 21,75 = 730.57$$

G3: Net ANNUEL : 493.350

$$\text{Bonus (54\% du net) par an} : 493350 \times 54\% = 266.949$$

$$\text{Bonus par mois} : 266949 : 12 = 22.246$$

$$\text{Bonus par jour} : 22246 : 21,75 = 1022.79$$

G4: Net ANNUEL : 692050

$$\text{Bonus/an (54\% du net)} : 692050 \times 54\% = 373.707$$

$$\text{Bonus/mois} : 373.707 : 12 = 31.142$$

BASE SALARY RATES PAYABLE TO THE GENERAL SERVICE STAFF OF UNAMIR

in Rwandan Francs per annum, NET

G-1	252,210
G-2	353,100
G-3	494,350
G-4	692,050
G-5	865,100
G-6	1,081,360
G-7	1,351,680

SERVICE ALLOWANCE FOR THE GENERAL SERVICE STAFF OF UNAMIR

	A	B	C	D
G-1	0	17,655	35,309	52,964
G-2	0	24,717	49,434	74,151
G-3	0	34,605	69,209	103,814
G-4	0	48,444	96,887	145,331
G-5	0	60,557	121,114	181,671
G-6	0	75,695	151,390	227,086
G-7	0	94,618	189,235	283,853

15



UNAMIR - MINUAR

INTER OFFICE MEMORANDUM

4 September 1995

TO: Mr W. Clive, CISS
Mr G. Brière, CCM/RO
Mr J. Albert, CMC CA, TOM 1
Mr R. Lewis, SUMMO, TOM 2, 5 & 8
Mr M. Lessanu, CBES, TOM 3
Mr T. Anglin, CCO, TOM 4
Mr N. Jorsling, CITMM, TOM 6 & 9
Mr K. Nilsvang, CCPO, TOM 7
Mr K. Gleeson, CMCC, TOM 10
Maj S. Agrawal, FEO, TOM 11
Mr E. Dogbegah, CEDP, TOM 12
Mr J. Lombardo, FSA Coord, TOM 13
Mr T. Woods, BRSC PGM
All CMC CAA's staff
Col W. Fletcher, DCOS Sp (for G4 staff)
LCol R. Primeau, C LSG, CO 95 CMSG

INFO: Mr S. Khan, SRSG
Mr W. De Souza, ED
Ms L. Rafii, SRSG Legal Advisor
Mr M. Ncube, C BOI

FROM: Ms S. Matthew, CAO

REF: BRSC Services Contract PTS/CON/184/95 dated 09 Aug 95

SUBJECT: DESIGNATION OF AUTHORITIES FOR BRSC
SERVICES CONTRACT - UNAMIR

1. As authorized at article 4.4 (a) of ref, this document confirms the appointment of Mr Gilles Brière as the Responsible Officer for UNAMIR third line Services Support Contract.
2. I delegate to Mr Brière all the Authorities reserved to me in subject Contract (ref) **except** the authority to approve purchase of material exceeding \$20,000 and the authority to authorize payments under sub-article 17.2 of the General Conditions of the Contract (ref). This delegation of authorities is effective 01 June 95.
3. Mr Gilles Brière will be in charge of the day-to-day administration and management of subject Contract. He will report to Mr Williams Clive on all aspects of this Contract.
4. In the absence of Mr Gilles Brière for period exceeding 24 hours Mr Jacques Albert, DCCM, will act as the RO with the same delegation of Authorities.



INTEROFFICE MEMORANDUM

TO: Mr. Gilles Brière
CMCO

LM

FROM: Ladan M. Rafii
Political/Legal Officer

DATE: 4 September 1995

SUBJECT: Payment of social security benefits for local employees

This is to inform you that we are still awaiting a response from United Nations Headquarters regarding the payment of social security benefits for local Rwandese employees by UNAMIR contractors. Although the matter has been brought to the attention of DPKO and the Office of Legal Affairs, we have yet to receive a formal notification of their decision on the matter.

We will inform you as soon as a response is received on their part.



PRIORITY

BRSC PGM

24 AUG 95

OUTGOING FAX NO. 6135
MIR NO. 3003
MISC NO. CMC 085

NUMBER OF PAGES: 3

TO: H. MEDILI DIRECTOR FALD/DPKO UNHQ, NEW YORK	From: H. OÜZIEL CAO UNAMIR KIGALI, RWANDA
ATTN: AAMODT	DATE: 18 AUGUST 1995
FAX NO: 212-963-2116	PHONE : 212-963-3582 Ext. 11133 FAX NO: 212-963-3090
DRAFTED BY: J. ALBERT, DCCM	If all pages are not received in good order please contact number listed above.
CLEARED BY: W. CLIVE, CISS	SECTION: CONTRACT MANAGEMENT CELL
INTERNAL DISTRIBUTION: CAO, CISS, CCM, BRSC PGM	
REFS: A. UNAMIR STATEMENT OF REQUIREMENT DATED 19 AUG 95 B. BRSC SERVICES CONTRACT PTS/CON/184/95 DATED 9 AUG 95	
SUBJECT: CONTRACTUAL QUESTIONS	

1. ENCLOSED AS REF A IS THE COVERING LETTER OF UNAMIR STATEMENT OF REQUIREMENT SENT TO BRSC AS PER THE TERMS OF THE CONTRACT (PARA 4.4[c] OF REF B). WE EXPECT BRSC TO GIVE THEIR COST ESTIMATE FOR VALIDATION ON 29 AUG 95.

2. UNAMIR AND BRSC HAVE CONTRACTUAL DIFFERENCES WITH REGARD TO THE INTERPRETATION OF SOME OF THE CONTRACT CLAUSES. IN PARTICULAR:

A. WE THINK THAT THE CONTRACTOR HAS TO JUSTIFY ALL EXPENSES DURING THE TRANSITION PERIOD FOR CLIN "A"

C:\DATA\FAX\CMC_085.FAX

CAO CISS CCM (BRSC PGM)

AUG 23 1995
UNAMIR
PAGE 1 OF 3

MANAGEMENT AND ADMINISTRATION. FOR EXAMPLE, LONG
DISTANCE CALLS EXPENDITURE HAVE TO BE SUBSTANTIATED
WITH TELEPHONE BILLS.

P2/3
mir 303

B. WE THINK THAT THE CONTRACTOR HAS TO JUSTIFY ALL
EXPENDITURES IN THEIR COST ESTIMATE (FOLLOWING THE
SOR) INCLUDING FOR THE TRANSITION PERIOD FROM 1 JUN TO
31 AUGUST 95.

3. A REPLY ON THE ABOVE IS URGENTLY REQUIRED SINCE IT IS GOING
TO IMPACT THE CONTENT OF THE COST ESTIMATE THAT THE CONTRACTOR
IS PRESENTLY WORKING ON. ALSO OF IMPORTANCE IS THE IMPACT YOUR
REPLY WILL HAVE ON HOW UNAMIR WILL CONDUCT IS INVOICES
VERIFICATION FOR CERTIFICATION.

4. REGARDS.



Monday, 19 August 1995

P 3/3
118343

Mr. T. Woods
Project General Manager
Brown and Root Services Corporation
Kigali, Rwanda

SUBJECT: STATEMENT OF REQUIREMENT

REF: UNAMIR Services Contract PTS/CON/184/95 dated 9 August 95

As per the terms of the referenced Contract, UNAMIR is to provide the Contractor with a Statement of Requirement (SOR) ten days after the signature of the Contract. The Contractor in turn is to provide UNAMIR with a Cost Estimate five days after receipt of this SOR.

You will find enclosed the SOR which supersedes the Statement of Work provided to you with the Request For Proposal. This SOR contains the latest workload factors and some changes which had to be made due to the new mandate. In particular, Task Order 03 had to be modified significantly for the period of 1 June to 31 October 1995. Also to be noted are changes to Task Order 08 (added responsibilities in Warehouse Management) and to Task Order 07 which activated the Laundry Services and requires you to provide Special Laborers.

As you know, the cost figures provided with the Contract did not reflect all expenditures for the transition period (1 June to 31 August 95). Please incorporate all related costs, with supporting details, of the transition period with your cost estimate.

Please provide the contractually required cost estimate by close of business on 29 August 1995. Please incorporate any comments and/or changes in your cover letter to the Cost Estimate.

Regards,

Chaim Ouziel
Chief Administration Officer

Attachment: 1

TO: J. Albert, DCCM

Date: _____

Receipt of the Statement of Requirement acknowledged

Tommy Woods
BRSC PGM



INTER-OFFICE MEMORANDUM

TO: Mr. Jacques Albert
Acting CMCO - CCM

FROM: Ladan M. Rafii
Political/Legal Officer

LM

DATE: 10 August 1995

SUBJECT: Maternity leave for local staff of Brown & Root

I am writing in reference to the letter dated 9 August 1995 addressed to you by the Contracts/Business Manager of Brown & Root, Mr. Gerald Hillman, on the above-referenced subject.

Please note that I advised Mr. Hillman that although, as a matter of policy, the local employees of Brown & Root were not eligible for maternity leave, the option of taking sick leave would still be available to them. I did not state that special sick leave could be taken "up to sixteen weeks."

I hope this will clarify any misunderstandings in this regard.

cc: Mr. K. Nilsvang, CPO
Mr. G. Hillman, BRSC



Brown & Root Services Corporation
Kigali, Rwanda
Tel 85750/Ext 201

Wednesday, 9 August 1995

Mr. Jacques Albert
Contract Administrator
UNAMIR/CMC, Kigali, Rwanda

Subject: Social Security Notice

Dear Mr. Albert:

Your attention is invited to the attached letter and translation of a recent letter from the Social Security Institute (SII) of Rwanda requesting Brown & Root to post a notice of social security insurance for all local national employees.

Prior to complying with the SII request, request your concurrence and or other guidance as appropriate.

Sincerely,

Atch
a/s


Gerald W. Hillman
Contracts Manager

cc: UNAMIR Legal Advisor
B&R F&A Mgr
B&R Cost Mgr

\$ 2.250 million

3% → \$ 67,500

5% → 112,500

8% → 180,000

15% of → = 27,000

Total: \$ 207,000

REPUBLIC OF RWANDA

Kigali The 13 July 1995
No 4.12/555 /NSG/ MGL

Social Security of Rwanda
B.P. 250 Kigali

N/Ref. No	:	Brown & Root Services Corporation
V/Ref. No	:	Sector Kacyiru
Annex	:	Commune Kacyiru
Object	:	c/o Cestrar Building Kacyiru
No Matriculate	:	31007890 00000P
Denomination	:	Brown and Root Services Corporation
Activity Start	:	26th July, 1994
Number of Working	:	5

Monsieur's:

It is my honor to advise you in the declaration on basis of the Employee Model 6 submitted on 5 May 1995 Social Security of Rwanda has given the registration number mentioned above.

According, request you reflect the above matriculate number in all correspondence to the Social Security Institute of Rwanda.

By using the above reference, this will prevent any confusion as to proper accounting.

When your have terminated or employees are separated, you should also advise the Social Insurance of Rwanda through the respective Inspector of Work as well as advise the Coordinator of Social Security of Rwanda to your respective location.

Further, I would like to post the attached notice of instruction for the attention of all your employees who are registered with the Social Security Rwanda.

We thank you, Monsieur, for your time and consideration.

The Director of the Social
Security of Rwanda
Dr. Pius Ndayambaje

Copy of Information:

Liaison Officer for Social Security
Of Rwanda In Kigali
BP. 2596 Kigali

Subscribed and Translated at Brown & Root Services Corporation - Kigali

By: Zuwaina Sultan _____

2nd Day of August 1995

OBLIGATION OF EMPLOYEES

ADVISE NOTE OF SOCIAL SECURITY

You are instructed to do the records regarding to the social security in your Enterprise (firm). The following are the main obligations in summary of the employer registered in the social security of Rwanda.

1. Mentioning the employer reference number on the head of all correspondence sent to the social security of Rwanda.
2. In case of employer denomination or his/her address modification, you should immediately advise to the Social Security of Rwanda.
3. In case of activities suspension or discontinuance, notify Social Security of Rwanda through the Inspector of Work and advise the Coordinator of Social Security of your province.
4. In case of worker recruitment (who has got the affiliation number or not) fill out the declaration form Model Nr. II in his/her favor within 8 days and wait for the affiliation certificate which will be made out by the Social Security of Rwanda if the worker was not previously affiliated.
5. In case of worker dismissal, fill out a Declaration Form enticing away from work and send it to Social Security of Rwanda within 8 days.
6. Collect the available preliminary declarations and lists of Social Security of Rwanda in the second week of the last month of the trimester.
7. Make a list of names and wages paid to your workers during the term, actualized the previous staff list regularly produced by the Social Security of Rwanda.
8. Amount of the contribution due for a given trimester is always processed by rounding at the higher franc, whatever fraction may rise this operation must be done compulsory and independently on basis of 6% retirement pension and 2% on professional risk contribution.

Example: Amount of remunerations: 154.169 FRW

$$\text{- Pensions Contribution (6\%)} = \frac{154.169 * 6}{100} = 9.250,14$$

Rounded at 9.251 FRW

$$\text{- Professional Risk Contribution (2\%)} = \frac{154.169 * 2}{100} = 3.083,38$$

Rounded at 3.084 FRW

$$\text{- Total Contribution} = 9.2251 + 3.084 = 12.335 \text{ FRW}$$

9. Payment of contribution will be made in every three months during the month which follows the term according to the table below:

<i>Trimester</i>	<i>Months which compose a Trimester</i>	<i>Month of Declaration and payment</i>	<i>Beginning of Delay</i>
<i>1st Trimester</i>	January February March	April	1st May
<i>2nd Trimester</i>	April May June	July	1st August
<i>3rd Trimester</i>	July august September	October	1st November
<i>4th trimester</i>	October November December	January	1st February

10. All delay brought by submission of the wage declaration involves a penalty of 50 FRW per salaried Employee, with maximum pay of 5000 FRW per trimester on behalf of the Employer.

11. The contribution which are not paid in the legal term meets an over-estimation of 15% per month or infraction of one month delayed.

12. The following account numbers have been opened in favor of Social Security Insurance of Rwanda accordingly:

National Bank of Rwanda (BNR)	No 1220000
Check Postal (CCP)	Series Za No 0481
Commercial Bank of Rwanda (BCR)	Byumba No 80799
	Cyangugu No 61347
	Gikongoro No 45194
	Gisenyi No 72226
	Gitarama No 40642
	Kibungo No 85180
	Kibuye No 90532
Commercial Bank of Rwanda (BCR)	Kigali No 010-0434001-07
	Butare No 55390-03
Bank of Kigali (BK)	Butare No 81966
	Kigali No 040-0014819-11 RWF
	Ruhengeri No 51735
	Rwamagana No 70.875

13. Unexpected arrival of work accident or the ascertainment of professional sickness, the employer is responsible to prepare the work accident declaration model A1 or a professional sickness declaration (Model M1). The use forms can be collected from agencies of social security of Rwanda. Moreover, you can make payment or non payment prove for the period of inefficiency work. All those document must be submitted to the Social Security of Rwanda.

14. When the insurant, or his/her claimants, declare the social welfare provisions (Old age pensions, anticipatory pension, infirmity pension and pension of survival), the employer is obligated to insure the completed service attestation model P.O. This form indicate the worker remuneration's deposited at Social Security of Rwanda, since the beginning up to the end of his professional career. When the employer finds shortage of contribution he/she must make out in the same time a complementary declarations of wage and pay the contributions accordingly. He/she is advised to produce that attestation on basis of copies for wage declarations (Model VI) kept by the employer, in order to avoid remittance of different figures of which Social Security of Rwanda is not supposed to have at their disposal.



Caisse Sociale du Rwanda
B. P. 250 KIGALI

Kigali, le 13 JUL. 1995

No 4.12/ 555 /NS.G/M.GL

N/Réf. N°:

V/Réf. N°:

Annexe : Avis aux employeurs

Objet : Immatricul. Employeur

N° Matricule : 31007890 00000P

Dénomination : BROWN AND ROOT SERVICE
COOPERATION

Début d'Activités : 26/7/1994

Nombre de Travailleurs: 5

BROWN AND ROOT SERVICE COOPERATION
Secteur KACYIRU
Commune KACYIRU
C/o CESTRAR BUILDING KACYIRU

Messieurs,

J'ai l'honneur de porter à votre connaissance que, sur base de la déclaration d'affiliation de l'employeur Mod. I introduite en date du 5/5/1995, la Caisse Sociale du Rwanda a procédé à l'immatriculation de "BROWN AND ROOT SERVICE COOPERATION" sous la dénomination et le numéro figurant en marge.

Je vous invite à mentionner ledit numéro en tête de toute correspondance adressée à la Caisse Sociale du Rwanda.

Si la dénomination ainsi reprise devait faire l'objet de quelque modification, il y aurait lieu de m'en aviser immédiatement afin d'éviter toute confusion.

En cas de suspension ou de cessation d'activités, vous êtes tenus de le déclarer à la Caisse Sociale du Rwanda sous-couvert de l'Inspecteur du Travail et d'en aviser l'Agent de Liaison de la Caisse Sociale du Rwanda de votre ressort.

Je saisis la même occasion pour vous envoyer sous ce pli un avis d'instruction destiné aux employeurs immatriculés à la Caisse Sociale du Rwanda.

Je vous prie d'agréer, Messieurs, l'assurance de ma considération distinguée.

Le Directeur a.i de la Caisse
Sociale du Rwanda

Dr. Pius NDAYAMBAJE

Copie pour information à:

Monsieur l'Agent de Liaison de la
Caisse Sociale du Rwanda à Kigali
BP. 2596 KIGALI

P. le chef de service
des Aff. G. S. i.
Rwanda

OBLIGATIONS DES EMPLOYEURS VIS A
VIS DE LA SECURITE SOCIALE

Vous êtes chargé de dossiers relatifs à la sécurité sociale dans votre Entreprise? Voici en résumé les principales obligations d'un employeur immatriculé à la Caisse Sociale du Rwanda.

1. Mentionner le numéro matricule de l'employeur en tête de toute correspondance adressée à la Caisse Sociale du Rwanda.
2. En cas de modification de la dénomination de l'employeur ou de l'adresse, il faut en aviser immédiatement la Caisse Sociale du Rwanda.
3. En cas de suspension ou de cessation d'activités, le déclarer à la Caisse Sociale du Rwanda avec le sous-couvert de l'Inspecteur du Travail et en aviser l'agent de Liaison de la Caisse Sociale de votre ressort.
4. En cas de recrutement d'un travailleur (qu'il soit en possession d'un numéro d'affiliation ou non), remplir en sa faveur une déclaration mod II endéans 8 jours, et attendre le certificat d'affiliation qui sera établi par la Caisse Sociale si le travailleur n'était pas antérieurement affilié.
5. En cas de licenciement d'un travailleur, remplir une déclaration de débauchage à envoyer à la Caisse Sociale du Rwanda endéans 8 jours.
6. Retenir les prédéclarations et prélistes du personnel, disponibles aux agences de Liaison de la Caisse Sociale dans la deuxième quinzaine du dernier mois du trimestre.
7. Produire un relevé nominatif trimestriel des rémunérations payées à vos travailleurs et actualiser les prélistes du personnel régulièrement produites par la Caisse Sociale.
8. Le montant de la cotisation due pour un trimestre donné est toujours arrondi au franc supérieur, quelle que soit la fraction. Cette opération se fait obligatoirement et indépendamment au niveau de la cotisation pensions (6%) et de la cotisation risques professionnels (2%).

Exemple : Montant des rémunérations : 154.169 FRW

- cotisation pensions (6%) = $\frac{154.169 \times 6}{100} = 9.250,14$

arrondi à 9.251.

- cotisation risques professionnels (2%) :

$\frac{154.169 \times 2}{100} = 3.083,38$ arrondi à 3.084 FRW

- cotisation totale = 9.251 + 3.084 = 12.335 FRW.

.../...

9. Payer les cotisations déclarées trimestriellement au cours du mois qui suit le trimestre auquel elles se rapportent, conformément au tableau ci-après :

Trimestre	mois qui constituent le trimestre	mois pour déclaration et paiement	Début de retard
1er trimestre	Janvier Février Mars	Avril	1er mai
2ème trimestre	Avril Mai Juin	Juillet	1er août
3ème trimestre	Juillet Août Septembre	Octobre	1er novembre
4ème trimestre	Octobre Novembre Décembre	Janvier	1er Février

10. Tout retard dans la production de la déclaration des rémunérations entraîne une amende de 50 FRW par salarié, avec un maximum de 5000 FRW par employeur et par trimestre.
11. Les cotisations qui ne sont pas payées dans les délais légaux subissent une majoration de 1,5% par mois ou fraction de mois de retard.
12. Les comptes ouverts au nom de la Caisse Sociale du Rwanda sont les suivants :

B.N.R. : N° 1220000

C.C.P. : Série ZA N° 0481

B.C.R. : - BYUMBA : N° 80799

- CYANGUGU : N° 61347

- GIKONGORO : N° 45194

- GISENYI : N° 72226

- GITARAMA : N° 40642

- KIBUNGO : N° 85180

- KIBUYE : N° 90532

B.C.R. : - KIGALI : N° 010-0434001-07

- BUTARE : N° 55390-03

B.K. : • BUTARE : N° 81966
• KIGALI : N° 040-0014849-11 RWF
• RUHENGURI : N° 51735
• RWAMAGANA : N° 70.875

13. A la survenance d'un accident de travail ou à la constatation d'une maladie professionnelle, l'employeur est tenu d'établir une déclaration d'accident de travail mod A1 ou une déclaration de maladie professionnelle (mod. M1). Les formulaires d'usage peuvent être retirés auprès des agences de Liaison de la Caisse Sociale du Rwanda. En outre, il faut produire une attestation de paiement ou de non-paiement pour la période d'incapacité de travail. Tous ces documents sont à transmettre à la Caisse Sociale du Rwanda.
14. Lorsque l'assuré ou ses ayants droit doivent prétendre aux prestations pension (pension de vieillesse, pension anticipée, pension d'invalidité et pension de survivants), l'employeur est tenu de leur délivrer une attestation de services accomplis modèle P.O. Ce formulaire indique les rémunérations du travailleur soumises à cotisations sociales depuis le début jusqu'à la fin de sa carrière professionnelle. Lorsque l'employeur constate une omission de cotisations, il doit en même temps établir une déclaration complémentaire des rémunérations et payer les cotisations correspondantes.
- Il est conseillé d'établir cette attestation sur base des copies des déclarations des rémunérations (mod. VI) gardées par l'employeur, afin d'éviter de reproduire des données différentes de celles dont dispose la Caisse Sociale du Rwanda.

2851



Brown & Root Services Corporation
Kigali, Rwanda
Tel 85750/Ext 201

Wednesday, 9 August 1995

①

Mr. Jacques Albert
Contract Administrator
UNAMIR/CMC, Kigali, Rwanda

Subject: Social Security Notice

Dear Mr. Albert:

Your attention is invited to the attached letter and translation of a recent letter from the Social Security Institute (SII) of Rwanda requesting Brown & Root to post a notice of social security insurance for all local national employees.

Prior to complying with the SII request, request your concurrence and or other guidance as appropriate.

Sincerely,


Atch
a/s


Gerald W. Hillman
Contracts Manager

cc: UNAMIR Legal Advisor
B&R F&A Mgr
B&R Cost Mgr

② SRSG Legal O.

Please advise.


9/8



Brown & Root Services Corporation
Kigali, Rwanda
Tel 85750/Ext 201

Wednesday, 9 August 1995

Mr. Jacques Albert
Contract Administrator
UNAMIR/CMC, Kigali, Rwanda

Subject: Local National Maternity Leave

Dear Mr. Albert:


Reference G. Brière's letter of 29 July 1995, subject as above, copy attached.

While visiting with the UNAMIR Legal Advisor on another local national matter, I was advised that there are provisions within the UNAMIR Personnel Policies to grant maternity leave as special sick leave up to sixteen weeks. This advice was received from the Legal & Political Advisor's discussion with the UNAMIR Personnel Officer.

In view of the above, we would appreciate your reconsideration of the recognition and allowability of salary costs associated with the confinement of Mrs. Mukamuyando. Whereas the lady is employed by Brown & Root, we were not seeking your approval of her request, rather the reimbursement of her salary costs.

Sincerely,

Atch


Gerald W. Hillman
Contracts/Bus Manager

Copy To:
UNAMIR Legal/Political Advisor
UNAMIR Civilian Personnel



UNAMIR - MINUAR

INTER-OFFICE MEMORANDUM

URGENT

29 July 1995

TO: Mr T. Woods, BRSC PGM

INFO: Mr W. Clive, CISS
Mr J. Albert, CA, TOM 1

FROM: Mr G. Brière, CCM *G. Brière*

REF: A. BRSC memo dated 01 July 95
B. BRSC memo dated 17 July 95
C. BRSC memo dated 27 July 95

SUBJECT: LOCAL NATIONAL MATERNITY LEAVE

1. Following the reception of your note at ref A, A CCM sent a request to UNAMIR CCPO to obtain the policy WRT the subject matter for UNAMIR LN employees.
2. Unfortunately no action was taken and since I was not there when your original request was sent, I did not take any action until I received your second hastener.
3. I discussed the matter earlier this week with Pers Section. After verification with UN NY, they informed me that LN personnel hired locally are **not, unfortunately, entitled to maternity leave.**
4. Therefore, **I can not approve** the one month maternity leave request of Mrs Mukamuyando. This is in order to maintain the same standard between your LN employees and UNAMIR LN employees..
5. Once more, I am sorry for the delays to send you an answer on this matter.

URGENT



INTER-OFFICE MEMORANDUM

TO: Mr. Jacques Albert
Acting CMCO - CCM

FROM: Ladan M. Rafii
Political/Legal Officer

LMR

DATE: 7 August 1995

SUBJECT: Earth station - licence fee and segment costs

I am writing in reference to Mr. Gilles Brière's memo dated 31 July 1995 on the above-mentioned subject in which he sought guidance on UNAMIR's legal obligations under the Status of Mission Agreement (SOMA) to pay a licence fee and actual space segment costs for use of the earth station for BRSC communications in Rwanda. Although we have yet to receive a response on the matter from the Office of Legal Affairs in New York, my understanding of the applicable provisions of the SOMA indicates that UNAMIR is not exempt from the payment of such fees to the Government of Rwanda.

I hope the above will be of assistance to you.

cc: Mr. W. de Souza, ED
Mr. C. Oziel, CAO
Mr. W. Clive, CISS
Mr. T. Woods, BRSC PGM



UNAMIR - MINUAR

INTER-OFFICE MEMORANDUM

31 July 1995

TO: Ms L. Rafii, SRSG Legal Advisor

INFO: Mr C. Ouziel, CAO
Mr W. Clive, CISS
Mr T. Woods, BRSC PGM

FROM: Mr G. Brière, CCM

REF: A. CMC memo dated 27 July 95 (copy attached)
B. CMC FAX 073 - Weekly Logrep dated 25 July 95 (copy attached)

SUBJECT: **EARTH STATION - LICENSE FEE AND SEGEMENT COSTS**

1. As discussed with you, the Government of Rwanda has requested IDB, BRSC sub-contractor for communications under the previous Contract, to pay a license fee and the actual space segment cost for the period that the earth station was used. Copies of the documents received from the Government (ref A) are attached to this memo.
2. The problem has been mentioned in the last Logrep that I sent to UN NY (ref B - para 8 F) where I asked to be provided some directions WRT this problem. As of today I have not received any directions.
3. As discussed in our meeting, I would be very grateful if you could review this matter in concert with OLA in UN NY in order to provide me with some guidances. I have notified BRSC under cover of ref A, to inform their sub-contractor not to pay this amount of money until I receive a legal advice.
4. Please do not hesitate to contact Mr Albert in my absence if you need further information. Your assistance is very much appreciated.

Attachments: 02



UNAMIR - MINUAR

INTER-OFFICE MEMORANDUM

27 July 1995

TO: Mr T. Woods, BRSC PGM

INFO: Mr W. De Souza, ED
Mr C. Ouziel, CAO
Mr W. Clive, CISS
Mr T. Anglin, CCO
Mr J. Albert, TOM 1/D CCM

FROM: Mr G. Brière, CCM *MB*

SUBJECT: EARTH STATION - LICENSE FEE AND SEGMENT COSTS

1. As you know, Rwandatel has sent an invoice for the license fee and for the actual space segment cost for the period that we have been using the earth station for BRSC communications under the previous contract. A copy of this letter has been sent to you and to UNAMIR.
2. CCO was informed by Rwandatel Director that the Vice President of IDB would had agreed to pay these costs when they met in USA earlier in April 95.
3. I have raised the issue this week with UN NY in view to obtain a legal opinion from OLA on this issue ie if UNAMIR should or should not pay these costs according to the SOMA. However, I expect that it will take sometimes before I get this legal advice from OLA.
4. Therefore, I would ask you to verify with IDB if indeed they had an agreement with Rwandatel to pay these costs and if so, if IDB intends to invoice BRSC which would then invoice UNAMIR.
5. In the case that IDB would intend to pay the invoice and then to pass it to BRSC/UNAMIR, I would ask you to inform IDB that UNAMIR will not accept to pay these costs unless OLA tells to do so. I would be recommended that IDB do not make any payment until we get this legal advice if they intend to invoice us.

Attachment: 01

R W A N D A T E L S . A .

The Rwanda Telecommunications Company
Phone (250) 76777, Fax (250) 73110 KIGALI

20 July 1995

MR. William Wisniewski
Vice President, Business Development
IDB WOLDCOM.

Dear Mr. Wisniewski,

Re : VSAT Installation in Rwanda
Ref : 579100/RWT-DG

Further to our previous discussions, please note that the following payments for your VSAT installation in Rwanda are now due.

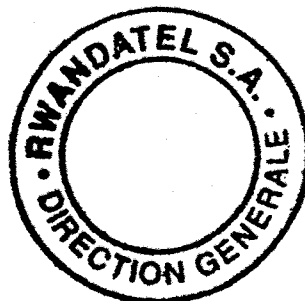
1. Annual licence and start up fee US \$ 5525,00
This is per calendar year or part of the year.
2. The monthly payment of 30% for one half of the actual space segment costs calculated from the commissioning date of the system in Rwanda to the time the system was shut down.

Please submit your payment to RWANDATEL S.A. at your earliest .
The US \$ account number is 010-0358203-63 at Banque Commerciale du Rwanda (BCR) in KIGALI.

Thank you,


Sam NKUSI,

Director General
Rwandatel S.A.



C.C.- Mr.Tom Woods
Brown and Root
✓ Mr.Chaim Ouziel
Chief Administrative Officer
UNAMIR



UNAMIR - MINUAR

INTER-OFFICE MEMORANDUM

31 July 1995

TO: Ms L. Rafii, SRSG Legal Advisor

INFO: Mr C. Ouziel, CAO
Mr W. Clive, CISS
Mr T. Woods, BRSC PGM

FROM: Mr G. Brière, CCM

REF: A. BRSC memo dated 09 May 95 (copy attached)
B. BRSC memo dated 29 May 95 (copy attached)
C. Letter of Rwandese Government dated 30 June 95 (copy attached)
D. BRSC memo dated 09 July 95 (copy attached)
E. BRSC memo dated 23 July 95 (copy attached)
F. CMC FAX 043 - Weekly Logrep dated 19 April 95 (copy attached)
G. CMC FAX 046 - Weekly Logrep dated 01 May 95 (copy attached)
H. CMC FAX 063 - Weekly Logrep dated 23 June 95 (copy attached)
I. SRSG FAX - CMC 067 dated 10 July 95 (**not attached - coded FAX**)
J. CMC FAX 073 - Weekly Logrep dated 25 July 95 (copy attached)
K. C BOI memo dated 04 July 95 (copy attached)

SUBJECT: **SOCIAL SECURITY - BRSC EMPLOYEES**

1. As discussed with you, the Government of Rwanda has been requesting BRSC to pay social security for all their LN employees. The Government Officials have been meeting with BRSC on several occasions and they have sent them several requests to pay these benefits. Copy of the documents received from the Government (ref A to E) are attached to this memo.

2. The Government of Rwanda is requesting BRSC to deduct 3% of the gross salary of each LN employee and to pay an employer contribution of 5% on all the salaries paid

to LN employees. The Government is asking BRSC to pay these contributions retroactively to the beginning of the Contract ie 26 July 94. In the last letter sent (ref C), they are charging interests for the payments due and they are imposing fines.

3. The problem has been mentioned in several FAX sent to UN NY (refs E to J) where I asked to be provided some directions WRT this problem. As of today I have not received any directions. Copy of the extracts of these reports are also provided with this memo. Please refer to the following sections/paragraphs of these documents:

- a. ref F - see paragraph 7;
- b. ref G - see paragraph 1;
- c. ref H - see paragraph 8 D;
- d. ref I - see paragraph 22; and
- e. ref J - see paragraph 8 H.

4. Also recently, the prefect of Gisenyi asked to the local FSA that UNAMIR pays the same benefits for the LN employed by UNAMIR. The Prefect was informed at ref K that UNAMIR did not have to pay these taxes according to the SOMA. It is unclear if this answer could apply for the employees hired by BRSC.

5. As discussed in our meeting, I would be very grateful if you could review this matter in concert with OLA in UN NY in order to provide me with some guidances. An answer is required ASAP since, as I indicated to you, BRSC is still not retaining the employee contribution on their salaries.

6. If it would be decided that BRSC would have to pay, they would have to do so for both (the employee and the employer) for the whole period. It would be impossible to recover the employees contribution because of the important LN employees turnover. Finally, these costs would be passed to the UN in accordance with the Contract if BRSC would have to pay.

7. Please do not hesitate to contact Mr Albert in my absence if you need further information. Your assistance is very much appreciated.

Attachments: 10



BROWN & ROOT SERVICES

Kigali, Rwanda

Tel. 85750

Tuesday, 9 May 1995

Mr. Hank Hamalainen
Acting Chief, Contract Management Cell
UNAMIR, Kigali, Rwanda

Subject: Contract No. PTS/CON/146/94; Local National Social Benefits

References: a. LOGREP/CMC Fax #043 dated 20 April 1995 from Mr. Golo, OIC Admin, to Mr. Medili, Dir FALD/DPKO/UNHQ NY

b. Joint Meeting with UNAMIR/ACMC and Government Representatives (Messrs Ellis Ruhumurize, Joseph Kanamugire & Kagwire Auxile) of the Rwandan Social Insurance Institute on 4 May 1995

Dear Mr. Hamalainen:

Consistent with the above joint meeting, it was agreed that Brown & Root would comply with the registration requirements of the employer. Accordingly, the required Employer's Registration Form was presented to the Social Insurance Institute (SII) on 5 May 1995.

Within the same meeting, it was agreed that Brown & Root should provide the Social Insurance Institute with a listing of current local national employees by name, work location, and salary, pending a determination from HQ United Nations, New York, to authorize the payment by Brown & Root of 5% of salaries as the employer's contribution to the Social Insurance Fund. Further, SII Representatives agreed that registration of individual employees be delayed pending response from UN NY. However, on the assumption that a favorable response will be received, SII Representatives agreed that registration of individual employees may be accomplished by Brown & Root creating a database form in the same format as the individual manual form, copy attached.

Sincerely,

1 Atch
a/s


Gerald W. Hillman
Contract Administrator

cc: PGM
Fin

Identité de l'Employeur :
 Nom : BOWN AND ROOT SERVICE COOPERATION
 Prénom :
 Domicile : KACYIRU
 Commune : KACYIRU
 Préfecture : PREFECTURE DE LA VILLE DE KIGALI (PVK)
 Raison Sociale de l'entreprise : MANAGEMENT & LOGISTICAL SERVICES FOR THE UNITED NATIONS
 Dénomination du siège pour lequel, dans cette Préfecture, la déclaration est établie. (Le siège doit être mentionné lorsque l'employeur désire établir des relevés de cotisation distincts pour plusieurs sièges d'exploitations situés dans la préfecture indiquée ci-dessus) :
 HOUSTON, TEXAS
 Adresse à laquelle l'employeur désire recevoir la correspondance : BROWN & ROOT, CESTRAR BUILDING KACYIRU
 Avenue, rue ou boîte postale : P.O. BOX 67009, Route Gendarmerie, KIGALI, RWANDA
 Localité : KACYIRU
 Date d'embauchage du premier travailleur : 26th. JULY. 1994
 Effectif du personnel au moment de la déclaration : APPROXIMATELY 50
 Genre d'activité de l'entreprise ou de l'employeur : LABOR, MAINTENANCE & SERVICES FOR UNAMIR
 Numéro du registre de commerce :
 Date la déclaration : 5th. MAY. 1995 Signature de l'employeur : *James W. Owens*
 JAMES W. OWENS

Déclaration à remplir par l'employeur

No

INDUKU Y'UBWITEGANYILIZE BW'ABAKOZI

1 RWANDA B.P. 250 KIGALI

ICYEMEZO CY'UBUPATANE BW'UMUKORESHA

Mod. 1

Indanga muntu y'umukoresha :
 Izina ry'amavuko : BOWN AND ROOT SERVICE COOPERATION
 Izina ry'idini :
 Aho atuye : KACYIRU
 Komini : KACYIRU
 Prefegitura : PREFEGITURA Y'UMUGI WA KIGALI (PVK)
 Izina rya Sosiyete : MANAGEMENT & LOGISTICAL SERVICES FOR THE UNITED NATIONS
 Aho Sosiyete cyangwa umukoresha akorera (umurenge, Komini, Santre y'ubucuruzi, umujyi) : HOUSTON, TEXAS
 Aho umukoresha ashaka kubonera amabaruwa : P.O. BOX 67009, IBARABARA YA GENDARMERIE KIGALI
 Barabara cyangwa B.P. No :
 Umusozo (cyangwa umujyi) : KACYIRU / KIGALI
 Taliki Sosiyete cyangwa umukoresha yatangiliyeho gukoresha : 26/07/1994
 Imubare w'abakozi atangije mu gihe cy'ubupatane : Hafi 50
 Iyo Sosiyete cyangwa umukoresha bagamije gukoresha : LABOR, MAINTENANCE & SERVICES FOR UNAMIR
 Iyo y'igitabo cy'ubucuruzi :
 Taliki iki cyemezo cyuzulijweho : 5/5/1995 Umukono w'umukoresha : *James W. Owens*
 JAMES W. OWENS

cyemezo cyuzuzwa n'umukoresha

Igipande B : kibikwa n'umukoresha



BROWN & ROOT SERVICES

Kigali, Rwanda
Tel. 85750

1914

Monday, 29 May 1995

Mr. Gilles Brière
Responsible Officer
UNAMIR/CMC, Kigali, Rwanda

Subject: Contract No. PTS/CON/146/94; Social Insurance Institute (SII)

Dear Mr. Brière:

This is a follow-up to my letter c/o of the Acting Chief of UNAMIR/CMC on 9 May 1995.

As previously advised and agreed with UNAMIR Representatives, Brown & Root formally registered with SII. Attached is a copy of the executed registration form with an assigned employer ID Number of 31007890 00000 P.


Following registration, we received a letter of 6 May from Director of the Social Security Institute, Dr. Pius Ndayambaje, requesting Brown & Root to further inform the SII of the complete identify of all workers in the format of a "Hire Affiliation Declaration Record", attached. This declaration form is in four parts and requires very detailed information on all 1,488 currently employed workers. A copy of the declaration form and the recurring accounting and payments report (by worker) are attached for your files.

In reply to this latest SII letter request, this office responded that compliance would be conditioned upon direction from UNAMIR under the auspices of our contract with the United Nations. A copy of our letter of response, dated 19 May 1995, is attached for your information and action as appropriate. Enclosed with our letter was a complete listing of all contract employees; a copy is also attached for your files.

Naturally, we are very concerned about our inability to comply with the requirements of the Social Insurance Institute. We believe in order to comply will be dependent upon an office staff within the Project Management Office and dedicated to the handling of local national financial and social security accounting and payments. Further, we believe the same will have to be negotiated and incorporated into our requirement by Contract Amendment.

In closing and in the meantime, we are unable to further comply with the requirements of the Social Insurance Institute as articulated within Dr. Ndayambaje's recent letter.

Sincerely,


Gerald W. Hillman
Contract Administrator

6 Atchs
a/s

cc: B&R, Houston
PCM, Kigali
OPS, Kigali

5



BROWN & ROOT SERVICES

Kigali, Rwanda
Tel. 85750

Tuesday, 9 May 1995

Mr. Hank Hamalainen
Acting Chief, Contract Management Cell
UNAMIR, Kigali, Rwanda

Subject: Contract No. PTS/CON/146/94; Local National Social Benefits

References: a. LOGREP/CMC Fax #043 dated 20 April 1995 from Mr. Golo, OIC Admin, to Mr. Medili, Dir FALD/DPKO/UNHQ NY

b. Joint Meeting with UNAMIR/ACMC and Government Representatives (Messrs Ellis Ruhumurize, Joseph Kanamugire & Kagwire Auxile) of the Rwandan Social Insurance Institute on 4 May 1995

Dear Mr. Hamalainen:

Consistent with the above joint meeting, it was agreed that Brown & Root would comply with the registration requirements of the employer. Accordingly, the required Employer's Registration Form was presented to the Social Insurance Institute (SII) on 5 May 1995.

Within the same meeting, it was agreed that Brown & Root should provide the Social Insurance Institute with a listing of current local national employees by name, work location, and salary, pending a determination from HQ United Nations, New York, to authorize the payment by Brown & Root of 5% of salaries as the employer's contribution to the Social Insurance Fund. Further, SII Representatives agreed that registration of individual employees be delayed pending response from UN NY. However, on the assumption that a favorable response will be received, SII Representatives agreed that registration of individual employees may be accomplished by Brown & Root creating a database form in the same format as the individual manual form, copy attached.

Sincerely,

1 Atch
a/s


Gerald W. Hillman
Contract Administrator

cc: PGM
Fin

ISANDUKU Y'UBWITEGANYILIZE BW'ABAKOZI
B'U RWANDA B.P. 250 KIGALI

ICYEMEZO CY'UBUPATANE BW'UMUKORESHA

Mod. 1

N°

31007890 00000 P

1. Indanga muntu y'umukoresha :
Izina ry'amavuko : BOWN AND ROOT SERVICE COOPERATION
Izina ry'idini :
2. Aho atuye : KACYIRU
Komini : KACYIRU
Prefegitura : PREFEGITURA Y'UMUGI WA KIGALI (PVK)
3. Izina rya Sosiyete : MANAGEMENT & LOGISTICAL SERVICES FOR THE UNITED NATIONS
4. Aho Sosiyete cyangwa umukoresha akorera (umurenge, Komini, Santre y'ubucuruzi, umujyi) : ... HOUSTON, TEXAS
5. Aho umukoresha ashaka kubonera amabaruwa : ... P.O. BOX 67009, IBARABARA YA GENDARMERIE KIGALI
Ibarabara cyangwa B.P. N° :
Umusozi (cyangwa umujyi) : KACYIRU / KIGALI
6. Italiki Sosiyete cyangwa umukoresha yatangiliyeho gukoresha : ... 26/07/1994
Umubare w'abakozi atangije mu gihe cy'ubupatane : Hafi 50
7. icyo Sosiyete cyangwa umukoresha bagamiye gukoresha : LABOR, MAINTENANCE & SERVICES FOR UNAMIR
8. N° y'igitabo cy'ubucuruzi :
9. Italiki iki cyemezo cyuzulijweho : ... 5/5/1995 Umukono w'umukoresha : *James W. Owens*

Iki cyemezo cyuzuzwa n'umukoresha

JAMES W. OWENS
Igipande B : kibikwa n'umukoresha

REPUBLIC OF RWANDA

Kigali, The 6 May 1995
No. 4.23/ 740 / K.AU/NYN

Social Security of Rwanda
PO. Box 250 Kigali

**BROWN AND ROOT
KIGALI**

N/ Ref. No :
V/ Rrf. No :

Annex :

Object : **Obligations of the Employer**

Sir (s),

I have the honor to inform you of Social Security laws in Rwanda, the employer must conform to Presidential law, No 671/06 dated 21 December 1987. The employer must inform this office of the identity of all its workers in the format of a "Hired Affiliation Declaration Record". In support of this the Social Security of Rwanda will provide your workers with Certificates of affiliation.

Moreover, the employer is obligated to make Social Security contributions on behalf of its employees three times a year. At the same time a statement will be made of salaries paid.

When you are registered at Social Security of Rwanda, you are requested to complete a "Declaration of Affiliations". You will also be required to deposit Social Security contributions for all your employees since the start of your operations in Rwandan Territory.

We thank you Sir (s), for your consideration.

Copy For information:

Minister of Work and Social Affairs,
Kigali.

Liaison Officer For Social
Security of Rwanda
PO. Box 2596 Kigali.

The Director Of the Social Security
of Rwanda
Dr. Pius Ndayambaje



Caisse Sociale du Rwanda
B. P. 250 KIGALI

Kigali, le 06 MAI 1995....

No 4.23/ 740 /K.AU/NYN

A "BROWN & ROOT"
K I G A L I .-

N/Réf. N°:

V/Réf. N°:

Annexe :

Objet : OBLIGATIONS DE
L'EMPLOYEUR

MESSIEURS,

J'AI L'HONNEUR DE PORTER À VOTRE CONNAISSANCE QU'À PART L'IMMATRICULATION À LA CAISSE SOCIALE DU RWANDA, L'EMPLOYEUR DOIT AUSSI, CONFORMÉMENT À L'ARRÊTÉ PRÉSIDENTIEL N° 671/06 DU 21 DÉCEMBRE 1987, INFORMER CETTE INSTITUTION SUR L'IDENTIFICATION DE TOUTS LES TRAVAILLEURS SUR UN FORMULAIRE APPROPRIÉ DIT "AVIS D'EMBAUCHAGE OU DÉCLARATION D'AFFILIATION". À L'AIDE DE CE DERNIER, LA CAISSE SOCIALE DU RWANDA ATTRIBUE AU TRAVAILLEUR LE CERTIFICAT D'AFFILIATION.

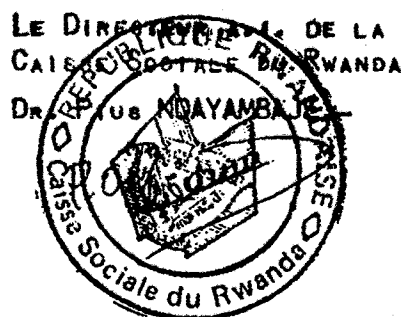
EN OUTRE, L'EMPLOYEUR A OBLIGATION DE VERSER TRIMESTRIELLEMENT À CETTE INSTITUTION LES COTISATIONS SOCIALES EN FAVEUR DE TOUTS LES TRAVAILLEURS À SON SERVICE; EN MÊME TEMPS, IL ÉTABLIT UN RELEVÉ NOMINATIF DES SALAIRES PAYÉS.

ÉTANT IMMATRICULÉ À LA CAISSE SOCIALE DU RWANDA, VOUS ÊTES TENU DE REMPLIR LES FORMULAIRES "DÉCLARATIONS D'AFFILIATION" ET DE VERSER LES COTISATIONS SOCIALES POUR VOS TRAVAILLEURS ET CELA DEPUIS LE DÉBUT DE VOS ACTIVITÉS SUR LE TERRITOIRE RWANDAIS.

VEUILLEZ AGRÉER, MESSIEURS, L'ASSURANCE DE MA
CONSIDÉRATION DISTINGUÉE.

C. i. à:

- MONSIEUR LE MINISTRE DU TRAVAIL
ET DES AFFAIRES SOCIALES
K I G A L I .-
- MONSIEUR L'AGENT DE LIAISON DE
LA CAISSE SOCIALE DU RWANDA
B.P. 2596 K I G A L I .-





Caisse Sociale du Rwanda
B. P. 250 KIGALI

MONSIEUR LE MINISTRE DU TRAVAIL
ET DES AFFAIRES SOCIALES
B.P. 403 KIGALI.-

N/Réf. N° :

V/Réf. N° :

Annexe :

Objet : TRANSMISSION LISTE O.N.G.
IRRÉGULIERS EN COTISATIONS
SOCIALES.

MONSIEUR LE MINISTRE,

J'AI L'HONNEUR DE M'ADRESSER À VOTRE COMPÉTENCE
POUR VOUS INFORMER QUE CERTAINS EMPLOYEURS NOTAMMENT LES ORGANISMES NON GOUVERNEMENTAUX
(O.N.G.) DONT LA LISTE EN ANNEXE REFUSENT CATÉGORIQUEMENT DE PRODUIRE LES DÉCLARATIONS
DE RÉMUNÉRATIONS MODÈLE VI ET DE VERSER LES COTISATIONS AFFÉRENTES AU 3ÈME ET 4ÈME
TRIMESTRES 1994 SOUS PRÉTEXTE QU'ILS ONT PAYÉ LEUR PERSONNEL SANS OPÉRER DES RETENUES
DES COTISATIONS SOCIALES.

L'ARTICLE 14, ALINÉA 3 DU DÉCRET-LOI PRÉVOIT
QUE L'EMPLOYEUR EST DÉBITEUR VIS-À-VIS DE LA CAISSE SOCIALE DE LA COTISATION TOTALE ET
RESPONSABLE DE SON VERSEMENT Y COMPRIS LA PART MISE À LA CHARGE DU TRAVAILLEUR QUI EST
PRÉCOMPTÉE SUR LA RÉMUNÉRATION. L'ALINÉA 5 DU MÊME ARTICLE STIPULE QUE L'EMPLOYEUR NE
PEUT RÉCUPÉRER À LA CHARGE DE L'ASSURÉ, LE MONTANT DE PRÉLÈVEMENT QU'IL A OMIS
D'EFFECTUER AU MOMENT DU PAIEMENT DE LA RÉMUNÉRATION.

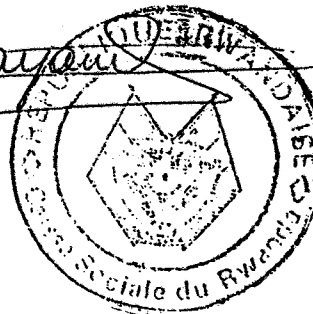
ÉTANT DONNÉ QUE LE CONTRÔLE DE L'APPLICATION
PAR LES EMPLOYEURS DES DISPOSITIONS DU DÉCRET-LOI DU 22 AOÛT 1974 PORTANT ORGANISATION
DE LA SÉCURITÉ SOCIALE EST ASSURÉ PAR LE DIRECTEUR GÉNÉRAL DE L'EMPLOI ET DE LA
SÉCURITÉ SOCIALE ET SES REPRÉSENTANTS DUMENT MANDATÉS À CET EFFET ET CONSIDÉRANT QUE
CERTAINS O.N.G. VONT TERMINER LEUR MISSION DANS NOTRE PAYS, JE VOUS SAURAI GRÉ DE
BIEN VOULOIR DONNER ORDRE AUX SERVICES CONCERNÉS POUR FAIRE RESPECTER DANS LES MEILLEURS
DÉLAIS LES DISPOSITIONS LÉGALES EN MATIÈRE DE COTISATIONS SOCIALES.

VEUILLEZ AGRÉER, MONSIEUR LE MINISTRE,
L'EXPRESSION DE MA CONSIDÉRATION TRÈS DISTINGUÉE.

C.P.I. à :

- MONSIEUR LE MINISTRE DE LA
RÉHABILITATION ET DE
L'INTÉGRATION SOCIALE
KIGALI.-
- MONSIEUR L'INSPECTEUR DU TRAVAIL
KIGALI.-
- MONSIEUR L'AGENT DE LIAISON
DE LA C.S.R.
KIGALI.-
- O.N.G. CONCERNÉS

LE DIRECTEUR A.I. DE LA
CAISSE SOCIALE DU RWANDA
DR. PIUS NDAYAMBAJE.-



EXPORT

D E N O M I N A T I O N	TRIMESTRES NON DECLARES
1. TRIANGLE GENERATION HUMANAIRE	3E TRIMESTRE 1994
2. AMANDA MARGA UNIVERSAL RELIEF TEAM	3E TRIMESTRE 1994
3. CARE AUSTRALIA	3E ET 4E TRIMESTRES 1994
4. AUSTRIAN RELIEF PROGRAM	3E ET 4E TRIMESTRES 1994
5. INTERNATIONAL MEDICAL CORPS	3E ET 4E TRIMESTRES 1994
6. ACTION NORD-SUD	3E ET 4E TRIMESTRES 1994
7. CUAMN	3E ET 4E TRIMESTRES 1994
8. MEDECINS SANS FRONTIERES (SUISSE)	3E ET 4E TRIMESTRES 1994
9. MEDECINS SANS FRONTIERES (HOLLANDE)	3E ET 4E TRIMESTRES 1994
10. CONCERN WORLDWIDE	3E ET 4E TRIMESTRES 1994
11. MEDECINS SANS FRONTIERES (ESPAGNE)	3E ET 4E TRIMESTRES 1994
12. AIDE ET ACTION	3E ET 4E TRIMESTRES 1994
13. MEMISA	3E ET 4E TRIMESTRES 1994
14. C C I R	3E, 4E TRIMESTRES 93 ET 1ER TRIMESTRE 1994
15. BROWN & ROOT ✓	3E ET 4E TRIMESTRES 1994 ET 1ER TRIMESTRE 1995
16. A P I D E R B U	3E ET 4E TRIMESTRES 1994
17. ASSISTANCE POUR L'ACTION HUMANAIRE	3E ET 4E TRIMESTRES 1994
18. AFRICARE	1ER, 3E ET 4E TRIMESTRES 1994
19. MERLIN	3E, 4E TRIMESTRES 1994 ET 1ER TRIMESTRE 1995.

By to: Tim Woods
6. Brown
D

TRANSLATION



Brown & Root Services Corporation
Kigali, Rwanda

Republic of Rwanda
Social Insurance Of Rwanda
P.O. Box 250 KIGALI

Kigali 30 June 1995
No 4.23/ 1071/KJ/NYN

Monsieur The Minister of Work
and Social Affairs
P.O. Box 403 KIGALI

N/ref. No:
V/ref. No:
Annex:
Objet : **Transmission List N.G.O. Irregular
Social Contributions.**

Monsieur The Minister.

I have the honor to inform you under your high competence that certain employers specially (N.G.O) on the list attached have failed categorically to prepare the salary declaration model VI and deposit contribution corresponding to 3rd and 4th term 1994, under the pretext that they paid the staff without deducting social contributions.

Article 14, paragraph 3 of the law purviews that the employer is a debtor against the social total contribution and responsible of his/her deposit including the share in charge of workers which is previous deducted on the remuneration. Paragraph 5 of same article specifies that the employer can not recover the amount on account of the policy-holder, of levy which has been deducted during the salary payment.

Considering the employers administration control about the statutory provision of law dated 22nd Aug., 1974 regarding the organization of social security, the General Director of work social insurance and his representatives duly commissioned for that purpose, remarking that certain N.G.O. are ready to close their mission in our country. I would request you to allow concerning services in the shortest time to respect the statutory provision as regards advice of social contributions.

12

TRANSLATION

We thank you, Monsieur the Minister for your expression and the consideration

Copy for information

Monsieur the Minister of the Rehabilitation
and the social Integration
KIGALI

Monsieur the Inspector of Work
KIGALI

Monsieur Liaison officer for Social Security
KIGALI

The Director of the Social
Security of Rwanda.

Dr. Pius Ndayambaje.

DENOMINATIONTRIMESTER NON DECLARES

1. Triangle Generation on Humanitarian	3rd Trimester, 1994
2. Amanda Marca Universal Relief Team	3rd Trimester, 1994
3. Care Australia	3rd and 4th Trimester, 1994
4. Austrian Relief Program	3rd and 4th Trimester, 1994
5. International medical Corps	3rd and 4th Trimester, 1994
6. Action North-South	3rd and 4th Trimester, 1994
7. Cuamn	3rd and 4th Trimester, 1994
8. Medicines Sans Frontiers (Switzerland)	3rd and 4th Trimester, 1994
9. Medicines Sans Frontiers (Holland)	3rd and 4th Trimester, 1994
10. Concern Worldwide	3rd and 4th Trimester, 1994
11. Medicines Sans Frontiers (Spain)	3rd and 4th Trimester, 1994
12. Aide and Action	3rd and 4th Trimester, 1994
13. Memisa	3rd and 4th Trimester, 1994
14. C C I R	3rd and 4th Trimester, 94 and 1st Trimester, 95
15. Brown and Root	3rd and 4th Trimester, 94 and 1st Trimester, 95
16. A P I D E R B U	3rd and 4th Trimester, 1994
17. Assistance for action Humanitarian	3rd and 4th Trimester, 1994
18. Africare	3rd and 4th Trimester, 1994 1st Trimester, 95
19. Merlin	3rd and 4th Trimester, 1994 and 1st Trimester, 95



BROWN & ROOT SERVICES

Kigali, Rwanda
Tel. 85750

Monday, 9 July 1995

Mr. Gilles Brière
Responsible Officer
UNAMIR/CMC, Kigali, Rwanda

Handwritten: 10/6/95

Subject: Social Insurance Institute (SII) Monetary Liability

Dear Mr. Brière:

In response to your telephonic inquiry, payments to Local Nationals for the period July 1994 through the month of June 1995 is estimated at \$2.250 million for which we have a liability of Social Insurance payments to the Rwandese Government.

Sincerely,

Handwritten signature of Gerald W. Hillman
Gerald W. Hillman
Contract/Bus Manager

cc: Proj Mgr
Cost Control



Brown & Root Services Corporation
Kigali, Rwanda
Tel. 85750

2676

Sunday, 23 July 1995

Mr. Gilles Brière
Responsible Officer
UNAMIR/CMC, Kigali, Rwanda

Subject: Social Insurance Institute (SII) Monetary Liability

Dear Mr. Brière:

As a follow-up to previous correspondence and the original demand of 6 May 1995, attached is another letter of demand from the Director of the National Social Security Fund of Rwanda.

Consistent with our contract and directions from your office, we have continued to advise the Director that Brown & Root may effect any payments until authorized and directed by UNAMIR.

Sincerely,

1 Attachment

cc: Project Manager
Cost Control Mgr


Gerald W. Hillman
Contracts/Bus Manager

26/39

16



Caisse Sociale du Rwanda
B. P. 250 KIGALI

Kigali, le 17 JUL 1995

No 2.13/ 1153 /R.E/K.C.

N/Réf. N° :

V/Réf. N° :

Annexe :

Objet : Social Security For your Employees.

To:

Mr Gerald W. Hillman
Business Manager
Brown and Root Services
KIGALI-RWANDA.

Dear Sir,

Following our letter of 6-5-1995 in which we explained to you the requirement of Social Security laws as promulgated by the government of Rwanda presidential decree n° 671/06 dated 21 December 1987, and considering your response in your letter dated 19-5-1995 and our discussion with you on this same subject on 29-6-1995 in our office, we wish to insist further that we are addressing ourselves to Brown and Root Services to meet their obligations vis a vis the Social Security of their 1,488 employees.

We cannot accept that your contract with UNAMIR is an explanation that interferes with this obligation. Brown and Root Services is registered with us as employer n° 3100789000000P and is, therefore, lawfully under obligation to conform to the above requirement. In Rwanda, as indeed in many other countries, Social Security contributions are not dogdeable or avoidable.

As you told us that you lack competent personnel to calculate the amount of money involved, we have done so for you using the list you sent to us showing the names and earnings of your employees from July 1994. The details are attached to this letter. You owe us a total sum of money at the time of FIFTY FOUR MILLION, SIX HUNDRED THIRTEEN THOUSAND, SIX HUNDRED SIXTY SIX FRW (54,613,666 FRW).

We request you to hasten payment.

Yours faithfully

Copies to:

- Minister of Labour and Social Affairs - Kigali.
- Minister of Rehabilitation and Social Integration - Kigali.
- Liaison Office, Social Security P.O BOX 2596 - Kigali.
- HQ UNAMIR, Chef, Contract Management Cell (CMC) - Kigali.
- HQ Brown and Root Services, Houston, Texas.

Dr Pius NDAYAMBAJE,

A.G. Director
National Social Security Fund of Rwanda.-



P28/32

Page KJ/NYN

Etabli le. 12/07/1995 ..

N° COMPTE 31007890000000CP

18

DETTE TOTALE : A + B + C = 51.418.568 + 3.175.098 + 20.000 = 54.613.666 FRW



ROUTINE/PRIORITY/IMMEDIATE/MOST IMMEDIATE
UNCLASSIFIED/RESTRICTED/CONFIDENTIAL/ONLY/CRYPTO

OUT: 2481
MIR: 1378
CMC: 043

OF PAGES INCLUDING THIS COVER SHEET: 16

① NTF
Had a very long
discussion with
Paul Johnson in NY
on 21/4 about all
these issues. He'll
do some research & we
will talk about it
shortly. *Briere*
CMCO
21/4/95

TO: MR H. MEDILI, DIRECTOR FALD/DPKO/UNHQ - NY	FROM: MR A.H. GOLO OIC ADMINISTRATION UNAMIR, KIGALI, RWANDA
ATTN: MR I. DIVERS SUPPLY SECTION, LCS FAX NO: 212 963 2116	DATE: 19 APRIL 1995
INFO: FAX NO:	THROUGH: M. LESSANU, A/CIS DRAFTER: G.BRIERE, CMCO
Internal Dist: A/CISS, A/CILM, CMCO, LEGAL ADVISOR	
REFS: UNAMIR 3RD LINE SERVICE CONTRACT - FAX MIR 565 DATED 11 FEBRUARY 95	
SUBJECT: UNAMIR 3RD LINE SERVICES CONTRACT - WEEKLY LOG REP - W/E 15 APRIL 95.	

1. CONTRACT EXTENSION AND BUDGET FOR 01 FEB 31 MAY 95. AS PER THE TERMS OF THE CONTRACT BRSC HAS NOTIFIED UNAMIR THAT WE HAVE SPENT 75% OF THE APPROVED BUDGET. (COPY OF BRSC LETTER SENT WITH THIS FAX). UNAMIR THEREFORE NEEDS TO RECEIVE A SIGNED COPY OF AMDT #4 WRT THE EXTENSION OF THE CONTRACT FOR THE PERIOD OF 01 FEB TO 31 MAY 95. A CONFIRMATION OF THE BUDGET ALLOCATED FOR THIS PERIOD IS ALSO REQUIRED ASAP.
2. NEW SERVICE CONTRACT. ACCORDING TO THE INITIAL TIME LINE, DECISION TO AWARD THE NEW CONTRACT WAS SCHEDULED TO BE ANNOUNCED 05 APRIL 95. A DECISION WRT THIS ISSUE IS REQUIRED ASAP. THE TIME LINE OF THE HAND OVER WITH THE NEW CONTRACTOR WILL HAVE TO BE REVIEWED CONSIDERING THIS DELAY AND THE FACT THAT THE ACTUAL MISSION MANDATE EXPIRES ON 09 JUNE 1995.

CAO (CMCO) A/CIS 21/4/95 LA 10

3. BRSC SATELLITE SHUT DOWN. BRSC WAS ORDERED BY RWANDATEL (RWANDESE GOVERNMENT TELECOMMUNICATIONS ARM) ON 14 APRIL 95 TO SHUT DOWN THEIR EARTH STATION. RWANDATEL HAS REQUIRED THIS BECAUSE BRSC HAS NOT YET OBTAINED ITS LICENSE FOR THEIR SATELLITE. IDB (BRSC SUBCONTRACTOR) INITIATED THE ADMINISTRATIVE PROCEDURES ON 29 DECEMBER 1994 TO OBTAIN THE LICENSE BUT RWANDATEL HAVE NEVER EXPLAIN CLEARLY WHAT WERE THEIR REQUIREMENTS. ON 23 FEBRUARY 95, AFTER DISCUSSION WITH THE CCO IT WAS DECIDED TO COMMISSION THE SATELLITE CONSIDERING THE OPERATIONAL REQUIREMENT, THE COST OF THE RENTAL OF THE EQUIPMENT (\$338,898/3 MONTHS) AND THE FACT THAT THE CCO HAD ALSO BEEN TRYING FOR MORE THAN SIX MONTHS WITHOUT SUCCESS TO OBTAIN LICENSES FOR UNAMIR HF, UHF AND VHF COMMUNICATIONS. THIS PROBLEM IS SEVERELY IMPAIRING BRSC OPERATIONAL CAPABILITY. THE SRSG WILL DISCUSS THIS PROBLEM WITH THE RWANDESE OFFICIAL AUTHORITIES WITHIN THE NEXT TWO DAYS.
4. BILLINGS REVIEWS FOR THE MONTHS OF DEC 94 , JAN, FEB AND MARCH 95. PLEASE REFER TO FAX CMC 42 DATED 15 APRIL 95. AS MENTIONED IN THIS FAX, BRSC HAS BEEN NOTIFIED ONCE AGAIN ON THE PROBLEMS ENCOUNTERED TO REVIEW THESE BILLS. PLEASE FIND ATTACHED TO THIS FAX A COPY OF THE LETTER SENT TO BRSC. **NO BILLS WILL BE CERTIFIED UNTIL THESE PROBLEMS ARE RECTIFIED.**
5. ARMED ROBBERY AT BRSC OFFICE COMPLEX 18 APRIL 95. REFER TO THE NEWS RELEASE NR-95.24 DATED 19 APRIL 95 OF WHICH A COPY IS ATTACHED TO THIS FAX.
6. BRSC VEHICLE STOLEN. VEHICLE UNAMIR 1136 ASSIGNED TO BRSC WAS STOLEN FROM THE MAIN BRSC WORKSHOP PREMISES AT APPROXIMATELY 08:00 HOURS ON 16 APRIL 95. MANY OTHER MINOR THEFTS OF TOOLS, MATERIAL, FUEL, ETC HAVE ALSO OCCURRED DURING THE LAST WEEK.
7. PAYMENT OF SOCIAL BENEFITS BY BRSC ON THE SALARY PAID TO LOCAL NATIONAL EMPLOYEES. GOVERNMENT OFFICIALS HAVE MET WITH BRSC AND CMC STAFF TO DISCUSS THIS ISSUE. THEY ARE ASKING THAT BRSC RETAINS 3% ON GROSS PAY OF ALL LN EMPLOYEES PAY AND THAT BRSC PAYS ANOTHER 5% AS THE EMPLOYER CONTRIBUTION. GOVERNMENT OFFICIAL ARE ALSO DEMANDING THAT THIS BE RETROACTIVE TO 26 JULY 94. SO FAR BRSC HAS PAID APPROXIMATELY \$1.2M IN WAGES SINCE 26 JULY 94 AND IF IT SHOULD BE DECIDED TO COMPLY WITH THIS REQUEST IT WOULD MEANS THAT BRSC WOULD HAVE TO PAY MORE THEN \$95,000 IN

TAXES (8% SINCE IT WOULD BE IMPOSSIBLE TO RECOVER THE 3% FROM THE EMPLOYEES BECAUSE OF THE LARGE TURNOVER IN THE WORK FORCE). UNAMIR WOULD THEN HAVE TO REIMBURSE BRSC PLUS 14.49% FEE! YOUR ADVICE TO RESOLVE THIS MATTER IS SOUGHT ASAP.

8. INTERPRETATION OF CONTRACT CLAUSES. UNAMIR IS STILL WAITING AN ANSWER FROM UNNY ON THE QUESTIONS RAISED IN PREVIOUS LOGREPs (MIR 203 DATED 19 JAN 95, CMC 015 DATED 31 JAN 95, CMC 019 DATED 24 FEB 95 AND CMC 026 DATED 03 MARCH 95).
9. STATUS OF CONTRACTOR PERSONNEL. UNAMIR IS STILL WAITING TO HAVE AN ANSWER FROM UNNY ON THIS SUBJECT. REFER TO FAX MIR 180 DATED 18 JAN 95. THE STATUS OF THE CONTRACTOR HAS ALSO A TREMENDOUS IMPACT ON SEVERAL OTHER ISSUES MENTIONED IN THIS REPORT (PAYMENT OF SOCIAL BENEFITS TO LN EMPLOYEES, LICENSE OF THE EARTH STATION, PAYMENT OF DUTIES ON MATERIAL BOUGHT BY THE CONTRACTOR, ETC)
10. BRSC PERSONNEL REPORT.

A.	PREVIOUS ASSIGNED STRENGTH (FROM LAST LOGREP DATED 30 MAR 95)	137
B.	ARRIVALS	0
C.	DEMOBILIZATIONS	12
D.	CURRENT STRENGTH	125
E.	R&R	10
F.	HOSPITALIZED/CONVALESCENT LEAVE	1
G.	EMERGENCY LEAVE	1
H.	PRESENT FOR DUTY	113
I.	LOCAL NATIONAL STRENGTH	1,567

11. WORK ORDERS STATUS REPORT.

DESCRIPTION	LAST REPORT 25 MARCH 95 *	THIS REPORT 15 APRIL 95	DIFF.
# OF ACTIVE WORs	339	385	46
# OF CLOSED WORs	306	323	17
# OF CANCELLED, PENDING AND REJECTED WORs	299	328	29
TOTAL	944	1036	92

* DISREGARD DATAS SENT IN CMC LOGREP DATED 06 APRIL 95.

12. WEEKLY COST MANAGEMENT REPORT. FIND ATTACHED SUBJECT REPORT FOR OBLIGATED AND EXPENDED COSTS THRU 15 APR 95.
13. BRSC LOGISTICS REPORT. REPORTS FOR WEEKS 02 TO 08 APRIL AND 09 TO 14 APRIL ARE ATTACHED WITH THIS REPORT.
14. BRSC VEHICLES AVAILABILITY REPORT. REPORTS FOR TWO PREVIOUS WEEKS ARE SENT WITH THIS FAX. LAST WEEK REPORT SHOWS THAT 74 % OF THE CONTRACTOR 158 VEHICLES (117) WERE SERVICEABLE. MOST OF VEHS VOR ARE W/P.



ROUTINE/PRIORITY/IMMEDIATE/MOST IMMEDIATE
UNCLASSIFIED/RESTRICTED/CONFIDENTIAL/ONLY/CRYPTO

OUT: _____
MIR: _____
CMC: 046

OF PAGES INCLUDING THIS COVER SHEET: 11

TO: MR H. MEDILI, DIRECTOR FALD/DPKO/UNHQ - NY	FROM: MR A.H. GOLO OIC ADMINISTRATION UNAMIR, KIGALI, RWANDA
ATTN: MR I. DIVERS SUPPLY SECTION, LCS FAX NO: 212 963 2116	DATE: 1 MAY 1995
INFO: MR P. JOHNSON FAX NO: 212 963 2116	THROUGH: M. LESSANU, A/CISS DRAFTER: G.BRIERE, CMCO
Internal Dist: A/CISS, A/CILM, CMCO, LEGAL ADVISOR	
REFS: UNAMIR 3RD LINE SERVICE CONTRACT - FAX MIR 565 DATED 11 FEBRUARY 95	
SUBJECT: UNAMIR 3RD LINE SERVICES CONTRACT - WEEKLY LOG REP - W/E 22 APRIL 95.	

1. POINTS NO 1 TO 9 OF PREVIOUS WEEK LOGREP REMAINS OUTSTANDING. THESE ISSUES WILL BE DISCUSSED WITH FALD STAFF DURING NEXT VISIT OF MR BRIERE TO UNNY.

2. ADDITIONAL INFORMATION - THEFT ADMIN BUILDING BRSC. BRSC HAS PROVIDED THE DETAILED COST REPORT OF THE THEFT WHICH OCCURED AT THEIR ADMIN BUILDING ON 18 APRIL 95 (POINT NO 5 PREVIOUS LOG REP). A COPY OF THE REPORT IS ATTACHED TO THIS FAX. BRSC HAS NOTIFIED US THAT THEIR INSURANCE DO NOT COVER THEFT. DIRECTIONS ARE THEREFORE REQUIRED ON HOW TO TREAT THIS MATTER.

3. BRSC PERSONNEL REPORT.

A.	PREVIOUS ASSIGNED STRENGTH	125
B.	ARRIVALS	0
C.	DEMOBILIZATIONS	12
D.	CURRENT STRENGTH	125
E.	R&R	12
F.	HOSPITALIZED/CONVALESCENT LEAVE	1
G.	EMERGENCY LEAVE	0
H.	PRESENT FOR DUTY	112
I.	LOCAL NATIONAL STRENGTH	1,472

3. WORK ORDERS STATUS REPORT.

DESCRIPTION	LAST REPORT 15 APRIL 95	THIS REPORT 22 APRIL 95	DIFF.
# OF ACTIVE WORs	385	388	3
# OF CLOSED WORs	323	323	0
# OF CANCELLED, PENDING AND REJECTED WORs	328	343	15
TOTAL	1036	1054	18

4. WEEKLY COST MANAGEMENT REPORT. FIND ATTACHED SUBJECT REPORT FOR OBLIGATED AND EXPENDED COSTS THRU **22 APRIL 95.**

5. BRSC LOGISTICS REPORT. REPORTS FOR **WEEK 15 TO 22 APRIL 95** IS ATTACHED WITH THIS REPORT.

6. BRSC VEHICLES AVAILABILITY REPORT. REPORT FOR **WEEK 15 TO 22 APRIL 95** IS ATTACHED TO THIS FAX. REPORT SHOWS THAT 74 % OF THE CONTRACTOR 158 VEHICLES (115) WERE SERVICEABLE. MOST OF VEHS VOR ARE W/P.



24 JUN 1995

RECEIVED

IMMEDIATE

OUTGOING FAX NO. 4387
MIR NO. 2338
MISC NO. CMC 063

PAGE 1 OF 35

TO: H. MEDILI DIRECTOR FALD/DPKO UNHQ, NEW YORK	From: H. OUZIEL CAO UNAMIR KIGALI, RWANDA
ATTN: KULOV/JOHNSON/HAMON	DATE: 23 JUNE 1995
FAX NO: 212 963 2116	PHONE : 212-963-3582 Ext. 11133 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: W. CLIVE, CISS	SECTION: CONTRACT MANAGEMENT CELL
INTERNAL DISTRIBUTION: CAO, CISS, CCM	
SUBJECT: UNAMIR 3RD LINE SERVICES - WEEKLY LOG REP - W/E 18 JUNE 95	

1. THIS WEEKLY LOGREP IS SUBMITTED FOR THE FIRST TIME SINCE 01 MAY 95. UNAMIR REGRET FOR NOT HAVING SUBMITTED ANY REPORT SINCE THAT TIME BUT THIS IS DUE TO THE ENORMOUS WORK LOAD GENERATED BY THE VERY DIFFICULT TRANSITION BETWEEN THE PREVIOUS AND THE NEW SERVICE CONTRACTS. THIS REPORT WILL PROVIDE YOU THE LATEST INFORMATION/DATAS AND ADDRESS ALL THE MAJOR DIFFICULTIES THAT WE ARE CURRENTLY FACING.

2. BRSC PERSONNEL REPORT.

A. PREVIOUS ASSIGNED STRENGTH (FROM LAST LOGREP DATED 01 MAY 95)	139
B. ARRIVALS	1
C. DEMOBILIZATIONS	71
D. CURRENT EXPATRIATE STRENGTH	69

CAO CISS CCM

25

E.	R&R	6
F.	HOSPITALIZED/CONVALESCENT LEAVE	0
G.	EMERGENCY LEAVE	0
H.	PRESENT FOR DUTY	63
I.	LOCAL NATIONAL STRENGTH (FROM LAST LOGREP DATED 01 MAY 95)	1,567
J.	CURRENT LOCAL NATIONAL STRENGTH	826

3. **WORK ORDERS STATUS REPORT.**

DESCRIPTION	LAST REPORT 01 MAY 95 *	THIS REPORT 27 MAY 95 *	DIFF.
# OF ACTIVE WORs	388	431	+43
# OF CLOSED WORs	323	442	+ 119
# OF CANCELLED, PENDING AND REJECTED WORs	343	330	- 13
TOTAL	1054	1203	+ 149

* THE INFORMATION ON THE WOR IS PROVIDED AS OF 27 MAY 95. CMC IS CURRENTLY IN THE PROCESS OF CLOSING ALL THE WOR UNDER THE PREVIOUS CONTRACT AND REOPENING WOR UNDER THE NEW CONTRACT

4. **WEEKLY COST MANAGEMENT REPORT.** FIND ATTACHED SUBJECT REPORT FOR OBLIGATED AND EXPENDED COSTS THRU 27 MAY 95. NO REPORTS ARE AVAILABLE AFTER THIS PERIOD SINCE THE NEW CONTRACT HAS NOT YET BEEN SIGNED.
5. **BRSC LOGISTICS REPORT.** REPORTS FOR WEEKS 30 APRIL TO 06 MAY, 07 TO 13 MAY, 14 TO 20 MAY, 21 TO 27 MAY, 28 MAY TO 03 JUNE, 04 TO 10 JUNE AND 11 TO 17 JUNE 95 ARE ATTACHED WITH THIS REPORT.
6. **BRSC VEHICLES AVAILABILITY REPORT.** REPORTS FOR WEEKS 30 APRIL TO 06 MAY, 07 TO 13 MAY, 14 TO 20 MAY, 21 TO 27 MAY, 28 MAY TO 03 JUNE, 04 TO 10 JUNE AND 11 TO 17 JUNE 95 ARE INCLUDED WITH THIS REPORT. THE AVAILABILITY RATE DURING THIS PERIOD HAS VARIED BETWEEN 82 % (130/158 VEHICLES) AND 67 % (110/158 VEHICLES). THIS IMPORTANT INCREASE IN THE VOR RATE IS DUE TO A MAJOR PROBLEM OF AVAILABILITY OF SPARE PARTS.
7. **NEW CONTRACT.** AS YOU ARE AWARE THE NEW CONTRACT SHOULD

HAD BEEN AWARDED ON 05 APRIL 95 ACCORDING TO THE ORIGINAL TIMELINE DEVELOPED BY FALD. THE PREVIOUS AGREEMENT EXPIRED ON 31 MAY 95. HERE ARE THE ACTIONS WHICH HAVE BEEN TAKEN BY CMC AND THE MAJOR PROBLEMS THAT WE ARE CURRENTLY FACING:

- A. **DEMOBILIZATION.** WE DEMOBILIZED MORE THEN 70 EXPATRIATES EMPLOYEES AND 800 LN (LOCAL NATIONAL EMPLOYEES) ON 31 MAY 95 TO MEET THE NEW CEILING ESTABLISHED IN THE CLIN (CONTRACT LINE ITEM NUMBER) OF THE PROPOSED CONTRACT.
- B. **TRANSITION PERIOD.** WE KEPT 69 EXPATRIATES EMPLOYEES OF WHICH 46 WERE REQUESTED TO STAY IN RWANDA TO COMPLETE THE TRANSITION PERIOD WITH THE ARRIVAL OF THE TCN (THIRD COUNTRY NATIONALS). ONLY 23 EXPATRIATES WILL REMAIN IN THE COUNTRY ONCE THE TRANSITION IS COMPLETED. THE 46 EXPATRIATES REQUIRED FOR THE TRANSITION WERE ORIGINALLY TOLD IN APRIL BY BRSC SENIOR MANAGEMENT THAT IF THEY WOULD BE AWARDED THE CONTRACT ONLY 69 OF THE 139 WOULD STILL HAVE A JOB UNTIL 31 MAY AND ONLY 23 AFTER THAT. SINCE THEN, WE HAVE EXTENDED THE TRANSITION PERIOD TO 30 JUNE SO THESE PEOPLES WERE REQUESTED AGAIN TO POSTPONE THEIR DEPARTURE. WE ARE NOW ASKING THESE SAME PEOPLE TO EXTEND AGAIN THEIR STAY UNTIL 31 JULY AND IN SOME CASES TO 31 AUGUST (BASED ON THE LATEST NEGOTIATIONS BETWEEN PTS AND BRSC IN UN NY LAST WEEK). NINE OF THESE EXPATRIATE EMPLOYEES HAVE ALREADY INDICATED THAT THEY WILL NOT STAY IN RWANDA AFTER 30 JUNE. BRSC CAN NOT MOBILIZE REPLACEMENT FOR THESE EMPLOYEES NOR THEY CAN NOT SIGN CONTRACT TO HIRE TCN UNTIL THEY HAVE A SIGNED CONTRACT WITH THE UN. **THE SITUATION HAS REACHED THE CRISIS LEVEL. THE SUPPORT TO THE FORCE CAN NOT BE ACHIEVED ADEQUATELY IN THESE CONDITIONS ANYMORE.**
- C. **INCREASED WORK LOAD.** THE NEW MANDATE OF THE MISSION IS ALSO CREATING AN IMPORTANT ADDITIONAL WORK LOAD MAINLY IN THE AREA OF CONSTRUCTION WHERE WE HAVE TO PREPARE SITES FOR THE NEW COMPANIES POSITIONS AND IN TRANSPORT/MOVEMENT OF PERSONNEL AND EQUIPMENT. MANY ADDITIONAL LN, TCN AND EXPATRIATE EMPLOYEES ARE REQUIRED IMMEDIATELY TO MEET THESE ADDITIONAL REQUIREMENTS. **HOWEVER AS MENTIONED ABOVE, BRSC CAN NOT HIRE TCN AND EXPATRIATES UNTIL THE CONTRACT IS SIGNED. LN CAN BE HIRED LOCALLY BUT THEY NEED**

SUPERVISION BY TCN OR EXPATRIATES.

- D. CLOSE OUT OF WOR. THE 431 WOR WHICH WERE STILL OPENED (OUT OF THE 1203 WOR AS OF 27 MAY 95) HAD TO BE CLOSED AND A QA COMPLETED ON EACH OF THEM. WHERE THE WORK IS NOT COMPLETED, A NEW WOR MUST BE OPENED UNDER THE NEW CONTRACT AND THE REMAINDER OF THE WORK MUST BE TRANSFERRED AGAINST THESE NEW WOR.
- E. PRIORITY SYSTEM. A NEW PRIORITY SYSTEM IS BEING PUT IN PLACE TO BETTER ASSIGN THE SCARCE RESOURCES THAT WE NOW HAVE AVAILABLE. WE ARE ALSO EVALUATING THE ADDITIONAL REQUIREMENTS OF PERSONNEL WITH THE TOM (TASK ORDER MANAGERS) DUE TO THE INCREASE OF WORK LOAD SINCE THE SOW WAS PREPARED. WE WILL INCLUDE THESE ADDITIONAL REQUIREMENTS IN THE SOR (STATEMENT OF REQUIREMENT) SO BRSC WILL COST THESE ELEMENTS IN THE PREPARATION OF THE ROM (ROUGH ORDER MAGNITUDE ESTIMATE).
- F. TRANSFER OF SUB CONTRACTS. ALL THE SUB CONTRACTS WHICH WERE UNDER BRSC UNDER THE PREVIOUS CONTRACT ARE CURRENTLY BEING TRANSFERRED UNDER OUR PROCUREMENT. HOWEVER THE MANAGEMENT OF THESE SUB CONTRACTS WILL REMAIN WITH CMC, THE TOM AND BRSC.
- G. TRANSFER OF MATERIAL REQUESTS. ALL THE MATERIAL REQUESTS NOT ACTIVATED AS OF 31 MAY 95 ARE ALSO BEING TRANSFERRED TO UN PROCUREMENT.
- H. STATEMENT OF REQUIREMENT. A SOR HAS BEEN PRODUCED AND IS READY TO BE HANDED OVER TO BRSC IN ORDER THAT THEY CAN PRODUCE A ROM TO ACTIVATE ALL THE TASK ORDERS. HOWEVER, THIS DOCUMENT WILL NEED TO BE REVIEWED ONCE THE CONTRACT IS SIGNED PRIOR IT IS GIVEN TO BRSC.
- I. PROCEDURES REVIEW. MANY NEW PROCEDURES WRT TO TIME ACCOUNTING, COST REPORTING, SUB CONTRACTING, ETC ARE CURRENTLY BEING DEVELOPED BY BRSC IN CONCERT WITH CMC TO MEET THE REQUIREMENTS OF THE NEW CONTRACT.
- J. NEW DATA BASE. A COMPLETE NEW DATA BASE IS BEING PUT TOGETHER USING PARADOX TO ENABLE CMC TO PRODUCE BETTER MANAGEMENT REPORTS.

- K. STANDARD OPERATING PROCEDURES. CMC HAS ALSO STARTED TO REVIEW AND UPDATE THE SOP'S ON THE MANAGEMENT OF THE SERVICE CONTRACT.
- L. SECOND Q&A PERIOD - 15 MARCH 95. NO COPY OF THE SECOND Q&A QUESTION PERIOD HELD ON 15 MARCH 95 WAS FORWARDED TO UNAMIR. ACCORDING TO BRSC SEVERAL TECHNICAL ASPECTS WERE CLARIFIED DURING THIS SESSION. BRSC HAVE HAND WRITTEN NOTES THAT THEIR REPRESENTATIVE TOOK DURING THIS Q&A SESSION BUT THEY DO NOT EITHER HAVE THE OFFICIAL MINUTES OF THE MEETING PREPARED BY FALD. IT WOULD BE APPRECIATED TO OBTAIN A COPY OF THIS DOCUMENT .
- L. CLARIFICATIONS. SEVERAL CLAUSES OF THE DRAFT CONTRACT HAVE RAISED QUESTIONS AND WILL REQUIRE CLARIFICATIONS FROM FALD, PTS AND OLA. THE MAIN ONES ARE AS FOLLOWS:
- (1) CEILING LIMIT BY CLIN. THE INTERPRETATION OF THE CEILING ESTABLISHED IN EACH CLIN (CONTRACT LINE ITEM NUMBER) FOR EACH TASK ORDERS IS NOT INTERPRETED THE SAME WAY BY CMC AND BRSC. CMC IS OF THE OPINION THAT BRSC IS RESPONSIBLE TO PROVIDE THE SERVICES IDENTIFIED AND AS PER THE STANDARDS ESTABLISHED IN THE SOW IE IF THEY HAVE NOT PUT ENOUGH PEOPLE IN THEIR PROPOSAL TO DO THE WORK AND THAT THE WORK LOAD AND/OR THE STANDARDS HAVE NOT CHANGED, THEY ARE RESPONSIBLE FOR THE COSTS TO HIRE MORE PEOPLE AND/OR TO DO OVERTIME TO EXECUTE THE WORK. CMC BELIEVE UN SHOULD PAY FOR THE ADDITIONAL COSTS OF PERSONNEL OR OVERTIME ONLY WHEN THE WORK LOAD OR THE STANDARDS TO DO THE WORK DESCRIBED IN THE SOW HAVE CHANGED. BRSC HOUSTON DO NOT AGREE WITH THIS APPROACH.
- (2) PAYMENT OF INTERNATIONAL BUSINESS COMMUNICATIONS. IT IS UNCLEAR WHO WILL BE RESPONSIBLE TO PAY FOR THE COSTS OF INTERNATIONAL BUSINESS COMMUNICATIONS. THE SUBJECT IS MENTIONED AT MANY PLACES AND IT IS VERY CONFUSING. PLEASE REFER TO SECTION 8.1 E OF THE MAIN TEXT AND SECTION 8 OF ANNEX A2 OF THE DRAFT CONTRACT, SECTION 1.1.B OF UNAMIR SOW, MANAGEMENT FEE SECTION (PAGE 4) OF VOL III OF BRSC

PROPOSAL AND SECTION II.3.1.4 OF VOL II OF BRSC
PROPOSAL AND QUESTION 1 OF THE Q&A OF 08 MARCH 95
(ANNEX C TO UNAMIR SITE VISIT DATED 10 MARCH 95).

- (3) IDENTIFICATION CARDS OF BRSC TCN AND LN EMPLOYEES. SECTION A.1, PARA 13 OF RFP AND SECTION 16 OF THE DRAFT CONTRACT ARE SAYING THAT UNAMIR IS RESPONSIBLE TO PROVIDE ID CARDS FOR ALL BRSC EMPLOYEES. UNAMIR CSO ACCEPT TO PROVIDE THIS SERVICE ONLY FOR EXPATRIATE EMPLOYEES. IT WAS RECOMMENDED IN THE COMMENTS SUBMITTED TO PTS (SECTION 17 PAGE 4) BY MR BRIERE WHEN HE WAS IN UN NY TO SAY THAT BRSC BE MADE RESPONSIBLE TO ISSUE ALL THEIR ID CARDS. THIS SITUATION HAS CREATED A LOT OF PROBLEMS SINCE BRSC DO NOT HAVE THE RESOURCES TO EXECUTE THIS WORK.
- (4) BRSC ACCOMMODATION. AS PER FALD DIRECTIONS, UNAMIR WILL PROVIDE ACCOMMODATION TO BRSC. HOWEVER BRSC IS VERY CONCERNED ABOUT THE STANDARD OF ACCOMMODATION OF THIS CAMP. THEIR ARGUMENT IS BASED ON THE FACT THAT THEIR PROPOSAL INCLUDED A CAMP OF A HIGHER STANDARD AT A COST WHICH WAS APPROVED BY HCC. NOW THAT THE COST OF THIS CAMP HAS BEEN DEDUCTED FROM THEIR MANAGEMENT FEE BRSC IS SAYING THAT THE CAMP PROVIDED SHOULD BE OF THE SAME OR A HIGHER STANDARD FOR THE EXPATRIATE STAFF. BRSC NOTIFIED ME THAT THEY WILL OFFICIALLY ADDRESS THIS POINT TO UN NY VIA THEIR HEAD OFFICE IN HOUSTON.

THE PROGRESS OF THE ERECTION OF BRSC CAMP WILL BE SUBMITTED SEPARATELY BY C BES TO FALD ENGINEERING SECTION

- (5) WORKING WEEK. THE DURATION OF THE WORK WEEK HAS BEEN THE OBJECT OF SEVERAL DEBATES. CMC IS OF THE OPINION THAT BRSC IS RESPONSIBLE TO DETERMINE THE WORKING HOURS OF THEIR EMPLOYEES AND TO DETERMINE THE NUMBER OF EMPLOYEES REQUIRED. THEY CAN ELECT TO HAVE A REDUCED NUMBER OF EMPLOYEES WORKING LONGER HOURS OR HAVE A LARGER NUMBER OF EMPLOYEES WORKING FEWER HOURS AS LONG AS THE WORK IDENTIFIED IN THE SOW IS BEING EXECUTED AND THAT THE AMOUNT OF MONEY ALLOCATED IS NOT EXCEEDED. AGAIN IF THE WORK

LOAD OR THE STANDARD DESCRIBED IN THE SOW IS CHANGED THEN UNAMIR WILL BE RESPONSIBLE FOR THE ADDITIONAL COSTS. BRSC IS ON THE IMPRESSION THAT WE FORCED THEM TO REDUCE THE WORK WEEK OF THEIR EMPLOYEES FROM 60 TO 48 HOURS WHICH GENERATED A LOT OF DISENCHANTMENT AMONGST THEIR EXPATRIATE EMPLOYEES.

- (6) 14 DAYS NOTIFICATION FROM EMPLOYEES WISHING TO TERMINATE THEIR CONTRACT. BRSC HAS PROVIDED COPIES OF THE DRAFT CONTRACT FOR THEIR THREE CATEGORIES OF WORKERS. NO PROVISION IN THESE CONTRACTS ARE MADE TO THE EFFECT THAT THEIR EMPLOYEE MUST GIVE A 14 DAYS NOTICE IF THEY WANT TO TERMINATE THEIR CONTRACT BEFORE THE END OF THEIR AGREEMENT. THIS IS REQUIRED TO ALLOW UNAMIR TO BE ABLE TO REACT IN THE CASES THAT SEVERAL EMPLOYEES WOULD WANT TO QUIT THE JOB AT THE SAME TIME (REFER TO SECTION 4.4 C OF THE DRAFT CONTRACT). BRSC DO NOT AGREE TO INCLUDE THIS CLAUSE BECAUSE THEY SAY THAT THIS IS ILLEGAL IN THE USA.

8. **OTHER ISSUES.** HERE ARE A LIST OF OTHER ISSUES RELATED TO THE SERVICE CONTRACT WHICH WILL NEED CLARIFICATIONS FROM FALD:

- A. REIMBURSEMENT OF COSTS INCURRED BY UNAMIR WHEN BRSC SATELLITE WAS SHUT DOWN. AS YOU WILL RECALL BRSC WAS ORDERED BY RWANDATEL (RWANDESE GOVERNMENT TELECOMMUNICATIONS ARM) ON 14 APRIL 95 TO SHUT DOWN THEIR EARTH STATION. THIS WAS REQUESTED BY RWANDATEL BECAUSE IDB (BRSC SUB CONTRACTOR) DID NOT OBTAINED A LICENSE PRIOR TO OPERATE THEIR SATELLITE. THE OPERATIONS RESUMED ON 28 APRIL 95 AFTER RWANDATEL GAVE THE AUTHORIZATION. UNAMIR IS OF THE OPINION THAT UN SHOULD NOT PAY FOR THE UTILIZATION OF THE SATELLITE DURING THIS PERIOD. A LETTER ADRESSING THIS ISSUE WILL BE WRITTEN TO BRSC IN ORDER THAT THEY DISCUSS THIS ISSUE WITH IDB. THE COST OF RENTAL WAS \$338,898 FOR 3 MONTHS SO THE ESTIMATED COST FOR THE PERIOD OF THE THIRTEEN DAYS THAT THE SATELLITE WAS NOT USED IS \$48,952 (\$338,898/90 DAYS X 13 DAYS).
- B. INVOICES REVIEW FOR MONTHS OF MARCH AND APRIL 95. THE REVIEW OF THE BILLS FOR THESE TWO MONTHS IS CURRENTLY

IN PROGRESS. BRSC HAVE MADE A LOT OF IMPROVEMENTS IN THEIR PRESENTATIONS OF THE INVOICES FOR THE MONTH OF APRIL. HOWEVER, WE ARE STILL EXPERIENCING SOME PROBLEMS TO COMPLETE THE VALIDATION OF THESE INVOICES AND THE PROBLEMS HAVE BEEN FORMALLY ADDRESSED TO BRSC. UNTIL THESE PROBLEMS ARE RESOLVED IT WILL NOT BE POSSIBLE TO COMPLETE THE CERTIFICATION OF THESE INVOICES.

- C. ARMED ROBBERY AT BRSC OFFICE COMPLEX 18 APRIL 95. DETAILS OF THE STOLEN PROPERTY ARE ATTACHED TO THIS FAX. THE TOTAL VALUE OF PROPERTY AND MONEY STOLEN WAS \$ 95,781 (\$87,216 OF UN PROPERTY AND MONEY AND \$8,565 OF PERSONNAL PROPERTY AND MONEY). AN INVESTIGATION HAS BEEN CARRIED OUT BY THE MP BUT THEY HAVE NOT FOUND THE CULPRITS. THE MP REPORT IS NO UNAMIR/KIG/305-08-95 DATED 02 MAY 95. BRSC HAS NOTIFIED UNAMIR THAT THEY WERE NOT INSURED FOR THESE LOSS. THEY WILL NOT CLAIM THE COSTS TO THE UN FOR PERSONNAL MONEY AND ITEMS STOLEN BUT THEY INTEND TO PASS ALL THE COSTS FOR THE OTHER ITEMS TO THE UN.
- D. PAYMENT OF SOCIAL BENEFITS BY BRSC ON THE SALARY PAID TO LOCAL NATIONAL EMPLOYEES. THIS ISSUE WAS DISCUSSED IN OUR LAST LOG REP. IN RESUME, GOVERNMENT OFFICIALS HAVE MET WITH BRSC AND CMC STAFF TO DISCUSS THIS ISSUE ON SEVERAL OCCASIONS. THEY ARE ASKING THAT BRSC RETAINS 3% ON GROSS PAY OF ALL LN EMPLOYEES PAY AND THAT BRSC PAYS ANOTHER 5% AS THE EMPLOYER CONTRIBUTION. GOVERNMENT OFFICIAL ARE ALSO DEMANDING THAT THIS BE RETROACTIVE TO 26 JULY 94. SO FAR BRSC HAS PAID APPROXIMATELY \$1.4M IN WAGES FROM 26 JULY 94 TO 31 MAY 95. IF IT SHOULD BE DECIDED TO COMPLY WITH THIS REQUEST IT WOULD MEANS THAT BRSC WOULD HAVE TO PAY MORE THEN \$112,000 IN TAXES (8% SINCE IT WOULD BE IMPOSSIBLE TO RECOVER THE 3% FROM THE EMPLOYEES BECAUSE OF THE LARGE TURNOVER IN THE WORK FORCE). IT WOULD ALSO HAVE TO BE DETERMINED IF UNAMIR WOULD HAVE TO REIMBURSE THE 14.49% FEE! CMC IS OF THE OPINION THAT WE SHOULD NOT PAY THE FEE ON THE EMPLOYEE PORTION SINCE THAT AMOUNT HAS ALREADY BEEN PAID BY UN TO BRSC BUT WE SHOULD PAY THE FEE ON THE 14.49 % FEE ON THE 5% EMPLOYER CONTRIBUTION. PLEASE FIND ATTACHED TO THIS FAX COPIES OF TWO LETTERS WRITTEN ON THE SUBJECT BY BRSC WITH DOCUMENTS PROVIDED BY RWANDESE OFFICIALS. A DECISION WRT TO PAY

THESE BENEFITS IS REQUIRED URGENTLY AS THE GOVERNMENT IS NOW TALKING TO CHARGE BRSC IMPORTANT FINES IF THEY DO NOT COMPLY WITH THIS POLICY.

- E. **HEAVY EQUIPMENT.** 77 VEHICLES FINALLY ARRIVED IN DAR ES SALAAM FROM UNOSOM ON 19 JUNE 95. 58 OF THESE VEHICLES WILL BE SENT TO UNAMIR AND THE REMAINDER TO UNAVEM. VEHICLES SHOULD START TO ARRIVE IN UNAMIR WITHIN THE NEXT TWO WEEKS. THIS WILL INCREASE OUR FLEXIBILITY A LOT. HOWEVER, WE WILL HAVE ENOUGH PERSONNEL TO OPERATE ALL THIS EQUIPMENT UNTIL THE TCN ARRIVE IN THEATER.

9. **CONCLUSION.** AS IT CAN BE OBSERVED FROM THIS REPORT THERE ARE SEVERAL AREAS WHICH REQUIRES FALD TO CLARIFY:

- A. **UNAMIR IS NOW IN AN EXTREMELY DIFFICULT POSITION AND AS EACH DAY PASSES THE SITUATION DETERIORATES CONSIDERABLY. WHEN THE NEXT NINE EXPATRIATES LEAVE THE MISSION ON 01 JULY (REFER TO PARA 7 B), BRSC WILL NOT BE ABLE TO PROVIDE THE SERVICES IN CERTAIN CRITICAL AREAS OF ACTIVITIES.**
- B. **UNAMIR HAS NOW ZERO FLEXIBILITY. THIS UNTENABLE SITUATION IS DUE TO THE FACT THAT WE HAVE BEEN WAITING FOR ALMOST THREE MONTHS (SINCE 05 APRIL 95) TO HAVE THE NEW SERVICE CONTRACT SIGNED. THIS SITUATION CAN NOT CONTINUE ANYMORE AS THE MISSION WILL COME TO A GRINDING HALT IF NOTHING IS DONE VERY SHORTLY.**
- C. **SOLUTIONS MUST BE FOUND ASAP TO RESOLVE THIS SAGA. IF THE REVIEW OF THE CONTRACT CAN NOT BE COMPLETED, IT IS SUGGESTED THAT A NOTICE OF INTENT BE ISSUED TO BRSC ASAP IN ORDER THAT THEY CAN START THE HIRING PROCESS OF THEIR TCN AND TO BRING SOME ADDITIONAL EXPATRIATES TO REPLACE THOSE WHICH WILL BE LEAVING IN A FEW DAYS.**
- D. **FAILING TO FIND A SOLUTION TO THESE PROBLEMS WILL HAVE VERY SEVERE CONSEQUENCES ON THE SUPPORT OF THE MISSION AND ON THE DEMOBILIZATION OF THE TROOPS TO IMPLEMENT OF THE NEW MANDATE.**

13. **CISS AND THE CAO INTEND TO DISCUSS THESE MATTERS WITH MR BEISSEL OR MR MEDILI IF NO SOLUTIONS ARE FOUND IN THE VERY NEAR FUTURE.**



MOST IMMEDIATE

OUTGOING FAX NO. 5209
MIR NO. 2657
MISC NO. CMC 073

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TO: H. MEDILI DIRECTOR FALD/DPKO UNHQ, NEW YORK	From: C. OUZIEL CAO UNAMIR KIGALI, RWANDA
ATTN: KULOV, HAMON	DATE: 25 JULY 1995
FAX NO: 212-963-2116	PHONE: 212-963-3582 Ext. 11133 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: W. CLIVE, CISS	SECTION: CONTRACT MANAGEMENT CELL
INTERNAL DISTRIBUTION: CAO, CISS, CCM	
REF: A. CMC 063 DATED 23 JUNE 95 B. CMC 067 DATED 10 JULY 95 C. CMC 068 DATED 13 JULY 95 D. CMC 070 DATED 15 JULY 95 E. CMC 072 DATED 22 JULY 95	
SUBJECT: UNAMIR 3RD LINE SERVICES CONTRACT - WEEKLY LOGREP - W/E 23 JULY 95	

1. THIS WEEKLY LOGREP IS SUBMITTED FOR THE FIRST TIME SINCE 23 JUNE 95. UNAMIR REGRET FOR NOT HAVING SUBMITTED ANY REPORT SINCE THAT TIME BUT THIS IS DUE TO THE ENORMOUS WORK LOAD GENERATED BY THE VERY DIFFICULT TRANSITION BETWEEN THE PREVIOUS AND THE NEW SERVICE CONTRACTS.

CAO CISS CCM

2. **BRSC PERSONNEL REPORT.**

		EXPAT	TCN	LN
A.	PREVIOUS ASSIGNED STRENGTH (FROM LAST LOGREP DATED 23 JUNE 95)	69	0	826
B.	ARRIVALS	1	14	
C.	DEMOBILIZATIONS	1	0	
D.	CURRENT STRENGTH	61	14	
E.	R&R	4	0	
F.	HOSPITALIZED/CONVALESCENT LEAVE	0	0	
G.	EMERGENCY LEAVE	0	0	
H.	PRESENT FOR DUTY	57	14	1019

3. **WORK ORDERS STATUS REPORT.**

DESCRIPTION	LAST REPORT *	THIS REPORT 23 JULY 95 *	DIFF. *
# OF ACTIVE WORs	N/A	367	N/A
# OF CLOSED WORs	N/A	0	N/A
# OF CANCELLED, PENDING AND REJECTED WORs	N/A	122	N/A
TOTAL	N/A	489	N/A

* NO DATA IS PROVIDED IN THE LAST REPORT AND DIFFERENCE COLUMNS SINCE THIS IS THE FIRST REPORT UNDER THE NEW CONTRACT.

4. **WEEKLY COST MANAGEMENT REPORT.** FIND ATTACHED *THE LATEST REVISED ESTIMATE (LRE)* REPORT (PAGES 9 AND 10) FOR OBLIGATED AND EXPENDED COSTS THRU 31 MAY 95. THIS LRE IS REFLECTING A TOTAL EXPECTED COST OF \$22,222,426. THIS REPRESENTS 90.8% OF THE UNAMIR TOTAL FUNDING FROM JUL 94 TO 31 MAY 95. THIS LRE INCLUDES ALL EXPECTED COSTS WHICH ARE ASSOCIATED WITH PREVIOUS CONTRACT CLOSE-OUT INCLUDING A PROVISION OF \$200,000 FOR SOCIAL BENEFITS (SEE PARA 8 H OF THIS REPORT). NO REPORTS ARE AVAILABLE FOR THE PERIOD 01 JUNE TO NOW SINCE THE NEW CONTRACT HAS NOT YET BEEN SIGNED.

5. **BRSC LOGISTICS REPORT.** REPORTS FOR WEEKS 25 JUNE TO 01 JULY, 02 TO 08 JULY, 09 TO 15 JULY AND 16 TO 22 JULY 95 ARE ATTACHED WITH THIS REPORT (PAGES 11 TO 14).
6. **BRSC VEHICLES AVAILABILITY REPORT.** REPORTS FOR WEEKS 25 JUNE TO 01 JULY, 02 TO 08 JULY, 09 TO 15 JULY AND 16 TO 22 JULY 95 ARE ATTACHED WITH THIS REPORT (SEE PAGES 15 TO 18). THE AVAILABILITY RATE DURING THIS PERIOD HAS VARIED BETWEEN 67 % AND 72 %. THE HIGH VOR RATE IS DUE TO A MAJOR PROBLEM OF AVAILABILITY OF SPARE PARTS.
7. **PREVIOUS REPORT AND SPECIAL REPORTS.** SEVERAL PROBLEMS WERE BROUGHT TO YOUR ATTENTION UNDER COVER OF REFS A TO C. NO ANSWER HAS BEEN RECEIVED ON ANY OF THESE REPORTS. **YOUR IMMEDIATE ATTENTION IS REQUESTED ON THE ISSUES RAISED IN THESE REPORTS.** PLEASE ADVISE BY PHONE OR FAX IF YOU HAVE NOT RECEIVED ANY OR SOME OF THESE REPORTS. (REF A IS 35 PAGES WITH THE ATTACHMENTS OF WHICH 9 PAGES DESCRIBED IN DETAILS THE PROBLEMS FACED BY UNAMIR, REF B IS A CODED FAX SENT BY THE SRSG TO THE USG AND REF C IS A TWO PAGES FAX).
8. **ADDITIONAL INFORMATION.** THE FOLLOWING ADDITIONAL INFORMATION ON THE POINT RAISED UNDER COVER OF REF A TO C IS PROVIDED:
 - A. **NEW CONTRACT (POINT 7 OF REF A, REF B AND C).** THE FACT THAT WE STILL DO NOT HAVE A SIGNED CONTRACT CAN NOT BE OVER EMPHASIZED. THIS SITUATION IS CREATING AN ENORMOUS AMOUNT OF PROBLEMS. BRSC PGM INFORMED US ON 24 JULY THAT THEIR CORPORATE HEAD OFFICE HAVE NOTIFIED HIM THAT THEY HAVE RECEIVED THE DRAFT CONTRACT. **THIS IS VERY GOOD NEWS AND WE NOW HOPED THAT THE SIGNATURE OF THIS CONTRACT (WHICH IS NOW THREE AND A HALF MONTHS OVERDUE FROM THE ORIGINAL PLANNED SIGNATURE DATE) WILL OCCUR VERY SHORTLY.**
 - B. **DEMOBILIZATION (POINT 7 A OF REF A AND REF C).** ALL THE DETAILS ON THIS ISSUE HAVE BEEN PROVIDED IN THE TWO PREVIOUS REPORTS ON THIS SUBJECT. THE 10 OF THE 11 DEMOBILIZATIONS MENTIONED IN THE PREVIOUS REPORT HAVE BEEN RECEIVED AND THESE EXPATRIATE EMPLOYEES WILL BE LEAVING WITHIN THE NEXT FEW DAYS. THE FIRST GROUP OF 14 TCN HAS ARRIVED FROM PHILIPPINE ON 22 JULY 95. GOVERNMENTS OF PHILIPPINE AND RWANDA HAVE ACCEPTED THE EXPLANATIONS PROVIDED WRT THE FACT THAT NO CONTRACT WAS SIGNED AS OF YET. THE

INDIVIDUALS WERE AUTHORIZED TO TRAVEL AND VISAS WERE ISSUED ON ARRIVAL. ANOTHER GROUP OF 15 TCN IS DUE TO ARRIVE ON 26 JULY AND A GROUP OF 14 TCN IS ALSO SCHEDULED TO ARRIVE ON 29 JULY 95. BRSC HAS AGREED TO EXPEDITE THE HIRING OF THESE TCN CONSIDERING THE EXTREME DIFFICULT SITUATION THAT UNAMIR FACES ACTUALLY EVENTOUGH THEY STILL DO NOT HAVE A SIGN CONTRACT.

- C. EXTENSION OF THE TRANSITION PERIOD (POINT 7 B OF REF A AND REF C). THIS SUBJECT HAS ALSO BEEN THE OBJECT OF SEVERAL OCCASIONS. EVENTOUGH WE ARE STARTING TO RECEIVE SOME TCN AND SOME MORE ARE DUE TO ARRIVE IN THE NEXT FEW WEEKS, IT IS ESSENTIAL THAT THE TRANSITION PERIOD BE EXTENDED UNTIL 31 AUGUST 95. FAILING TO EXTEND THE TRANSITION PERIOD, BRSC WILL HAVE NO OTHER CHOICE THAN TO IMPLEMENT THE BASE LINE OF THEIR PROPOSAL ON 31 JULY 95. THIS BASE LINE WOULD TRANSLATE IN THE DEMOBILIZATION OF 27 EXPATRIATES AND ONLY 23 EXPATRIATE EMPLOYEES WOULD REMAIN HERE. THIS WOULD CREATE A LOT OF PROBLEMS IN A SITUATION WHICH IS ALREADY EXTREMELY COMPLEX. BRSC HAS PROVIDED US AN ESTIMATE OF THE COST FOR THE EXTENSION OF THE TRANSITION PERIOD BY ONE MONTH (01 TO 31 AUG 95). THE COST WOULD BE \$391,312 AND A COPY OF THIS ESTIMATE IS ATTACHED TO THIS REPORT (PAGES 19 TO 21) . A COPY SHOULD BE FORWARDED SHORTLY ALSO BY BRSC HOUSTON TO PTS UN NY. **BRSC HAS NOTIFIED US THAT A DECISION ON THIS MATTER IS REQUIRED NLT 27 JULY 95 OR THEY WILL DEMOBILIZE ALL THE EXPATRIATE EMPLOYEES NOT INCLUDED IN THE BASE LINE OF THEIR PROPOSAL.**
- D. INCREASED WORK LOAD (POINT 7 C OF REF A). AS EXPLAINED IN OUR PREVIOUS LOGREP, THERE IS A TREMENDOUS AMOUNT OF ADDITIONAL WORK MAINLY IN THE CONSTRUCTION AREA DUE TO THE PREPARATION OF THE SITES FOR THE NEW COMPANIES POSITIONS AND THE CLOSURE OF THE ACTUAL BATTALION POSITIONS. AS DISCUSSED OVER THE PHONE, WE HAVE DONE AN ANALYSIS TO DETERMINE THE NUMBER OF SUPPLEMENTARY PERSONNEL REQUIRED TO MEET THIS ADDITIONAL WORK LOAD. IT WAS DETERMINED THAT 170 ADDITIONAL LN AND 4 MORE EXPATRIATE EMPLOYEES WERE REQUIRED UNTIL 31 OCT 95 IN ADDITION TO THE STAFF IDENTIFIED IN THE BASE LINE OF THE CONSTRUCTION CLIN (CONTRACT LINE ITEM NUMBER) IN THE BRSC PROPOSAL. EVENTOUGH THE CONTRACT IS STILL NOT SIGNED, BRSC HAS

AGREED TO HIRE THESE PEOPLE TO MEET THIS IOR. IN THE OTHER SECTOR ACTIVITIES, OVERTIME IS AUTHORIZED TO MEET THE ADDITIONAL WORKLOAD AND TO COMPENSATE THE LACK OF RESOURCES DUE TO THE FACT THAT ONLY A FEW TCN HAVE ARRIVED IN THEATER. UNAMIR HAS DEVELOPED PROCEDURES TO MONITOR ALL THESE ADDITIONAL EXPENDITURES AND WE WILL BE ABLE TO PROVIDE THE JUSTIFICATIONS TO UN NY IN DUE COURSE. THE ADDITIONAL WORK LOAD HAS BEEN INCLUDED IN THE SOR (STATEMENT OF REQUIREMENT) THAT WE HAVE PREPARED. THIS SOR WILL BE ISSUED TO BRSC TO PREPARE THE ROM (ROUGH ORDER MAGNITUDE) ESTIMATE ONCE THE CONTRACT HAS BEEN SIGNED IN ORDER THAT THE MONEY IS APPROVED UP FRONT. EVENTOUGH, THIS SHOULD HAD BEEN DONE AT THE BEGINNING OF THE PROJECT, UNAMIR HAD NO OTHER CHOICE THAN TO PROCEED THIS WAY CONSIDERING THE DELAYS IN THE SIGNATURE OF THE CONTRACT.

- E. BRSC ACCOMMODATION (POINT 7 L (4) OF REF A). THE CONSTRUCTION OF THE STANDARD UNITS OF THE BRSC CAMP HAS PROGRESSED DURING THE PAST MONTH. IT IS EXPECTED THAT THIS PORTION OF THE CAMP WILL BE READY APPROXIMATELY 15 AUG 95. FURNITURE WILL ALSO BE PURCHASED WITHIN THE NEXT FEW DAYS IN NAIROBI AND SHIPPED TO KIGALI. WRT THE DE LUXE UNITS FOR THE BRSC SENIOR STAFF, WE HAVE RECEIVED SO FAR ONLY THREE UNITS FROM DAR ES SALAAM. THE UNITS RECEIVED ARE IN VERY BAD SHAPE AND THEY WILL REQUIRE EXTENSIVE REPAIRS. WE EXPECT TO RECEIVE THE OTHER NINE UNITS WITHIN THE NEXT FEW DAYS AND WE ESTIMATE THAT THIS PORTION OF THE CAMP WILL ALSO BE COMPLETED BY END OF AUGUST. BRSC HAS BEEN NOTIFIED ON 25 JULY 95 TO GIVE A THIRTY DAYS NOTICE TO HOTEL MILLES COLLINES AND TO THE OWNERS OF THE VILLAS TO THE EFFECT THAT THEY WILL VACATE THESE PREMISES NLT 30 AUGUST 95. IT IS TO BE NOTED THAT BRSC HAS EXPRESSED THEIR CONCERNS ABOUT THE STANDARD OF THE CAMP PROVIDED BY THE UN FOR THEIR TCN AND SENIOR STAFF VERSUS THE STANDARD OF THE CAMP WHICH WAS INCLUDED IN THEIR PROPOSAL (COPY OF THEIR LETTER IS ATTACHED TO THIS REPORT - SEE PAGES 22 AND 23)). BRSC HAS BEEN NOTIFIED THAT UNAMIR WAS DIRECTED BY UN HQ TO BUILD A CAMP WITH THE UNITS WHICH CAME FROM UNOSOM AND THAT UNAMIR WOULD DO ITS UTMOST TO IMPROVE THE STANDARD OF THE CAMP. HOWEVER, THEY HAVE BEEN INFORMED THAT IT WILL NOT BE POSSIBLE TO MEET THE STANDARD OF THE CAMP IN THEIR PROPOSAL. BRSC WAS

NOTIFIED TO ADDRESS THEIR CONCERNS TO UN NY VIA THEIR HEAD OFFICE IN HOUSTON IN ORDER TO FIND A SOLUTION TO THE PROBLEM SINCE THIS ISSUE HAS BEEN THE SUBJECT OF NEGOTIATIONS BETWEEN BRSC HOUSTON AND PTS. CONSIDERING THAT VILLAS MUST BE RENTED FOR ONE MONTH AT THE TIME, WE HAVE NO OTHER CHOICE THAN TO CONTINUE TO ACCOMMODATE THE TCN IN THE VILLAS FOR THE NEXT MONTH AND ALSO TO CONTINUE TO ACCOMMODATE THE EXPATRIATE EMPLOYEES IN HOTEL MILLES COLLINES AND IN THE VILLAS UNTIL THEIR CAMP IS READY AND A DECISION IS TAKEN BY UN NY WRT THE ISSUE OF THE STANDARD OF THE CAMP. **A DECISION WRT THE ISSUE OF THE STANDARD OF THE CAMP IS REQUIRED URGENTLY FROM UN NY.**

- F. REIMBURSEMENT OF COSTS INCURRED BY UNAMIR WHEN BRSC EARTH STATION WAS SHUT DOWN (POINT 8 A OF REF A). THIS ISSUE HAS BEEN THE OBJECT OF A LETTER SENT TO BRSC (COPY ATTACHED) REQUESTING TO CONFIRM THAT IDB DID NOT CHARGE UNAMIR THE COST OF THE RENTAL OF THE EARTH STATION FOR THE PERIOD THAT THE STATION WAS NOT OPERATIONAL. BRSC HAS CONFIRMED BY WRITING THAT IDB HAS NOT AND WILL NOT BILLED BRSC/UNAMIR FOR THAT PERIOD (COPY ATTACHED). HOWEVER, RWANDATEL INFORMED US ON 20 JULY THAT THEY WANT IDB TO PAY A LICENSE FEE OF \$5,525 US FOR THE TIME THE SATELLITE HAS BEEN COMMISSIONED PLUS 30% FOR ONE HALF OF THE ACTUAL SEGMENT COST (???) (SEE PAGES 24 TO 26). THE DIRECTOR OF RWANDATEL INDICATED TO CCO THAT THE VP OF IDB AGREED TO PAY THESE AMOUNTS. IT IS HOWEVER UNCLEAR AT THIS STAGE IF INDEED THERE IS AN AGREEMENT WITH IDB AND IF SO, IF BRSC AND THEN UNAMIR WILL BE BILLED FOR THESE COSTS. WE WILL REVERT TO YOU ONCE MORE INFORMATION HAVE BEEN OBTAINED.
- G. INVOICES REVIEW FOR MONTHS OF MARCH TO MAY 95 (POINT 8 B OF REF A). THE INVOICES FOR THE MONTH OF MARCH AND APRIL HAVE BEEN REVIEWED. ORIGINALS HAVE BEEN SENT TO UN NY VIA DHL. COPY OF THE INVOICES AND COVER LETTER HAVE BEEN SENT TO UN NY UNDER COVER OF REF D AND E. REVIEW OF THE INVOICES FOR THE MONTH OF MAY SHOULD ALSO BE COMPLETED WITHIN THE NEXT FEW DAYS.
- H. PAYMENT OF SOCIAL BENEFITS BY BRSC ON THE SALARY PAID TO LOCAL NATIONAL EMPLOYEES (POINT 8 D OF REF A AND POINT 22 OF REF B). THIS ISSUE HAS BEEN THE OBJECT OF SEVERAL FAXES TO UN NY DURING THE PAST FEW MONTHS. A

RECAPITULATION OF THE SITUATION WAS PROVIDED IN OUR PREVIOUS LOGREP. SINCE THAT REPORT WAS SENT, BRSC HAS RECEIVED TWO MORE LETTERS ON THE SUBJECT (COPIES OF THESE LETTERS ARE ATTACHED TO THIS FAX - SEE PAGES 27 TO 37). THE RWANDESE GOVERNMENT OFFICIALS ARE INSISTING IN THESE LETTERS THAT BRSC PAY THESE BENEFITS. THEY ARE CLAIMING 54.6M RFW (APPROXIMATELY \$180,000 US AT THE ACTUAL EXCHANGE RATE). THIS AMOUNT IS BASED ON THEIR ESTIMATE OF THE SALARIES PAID BY BRSC FOR THE THIRD AND FOURTH TRIMESTERS OF 1994 AND THE FIRST AND SECOND TRIMESTERS OF 1995. THE AMOUNT OF 54.6M RFW INCLUDES ALSO INTEREST AND PENALTIES. THE AMOUNT THAT THE GOVERNMENT IS CLAIMING CORRESPONDS VERY CLOSELY TO THE ACTUAL COST CALCULATED ON THE SALARIES PAID SO FAR BY BRSC (PLEASE REFER TO POINT 22 OF REF B FOR THE DETAILS OF OUR ESTIMATE). THE ISSUE HAS BEEN THE OBJECT OF DISCUSSION BETWEEN THE SRSG AND THE GOVERNMENT OFFICIALS BUT THEY STILL INSIST THAT UNAMIR PAYS THESE BENEFITS. **INTERPRETATION OF THE SOMA WRT THIS ISSUE AND DIRECTIONS ON HOW TO DEAL WITH THIS MATTER ARE REQUESTED FROM OLA ASAP.**

- I. HEAVY EQUIPMENT (POINT 8 E OF REF A). AS PER OUR LAST WEEKLY LOGREP, 58 OF THE 77 PIECES OF EQUIPMENT HAVE BEEN EARMARKED FOR UNAMIR. HOWEVER, ONLY 44 OF THESE PIECES OF EQUIPMENT ARE OPERATIONAL. THEY WILL BE DRIVEN/TRANSPORTED TO UNAMIR WITHIN THE NEXT FEW WEEKS. THE OTHER PIECES OF EQUIPMENT ARE PRESENTLY BEING INSPECTED TO DETERMINE IF THEY SHOULD BE REPAIRED, SOLD AS IS OR SCRAPPED. RECOMMENDATIONS WRT THIS ISSUE WILL BE SENT TO UN NY UNDER SEPARATE COVER.
- J. PAYMENT OF INCOME TAXES (REF B). AS INDICATED IN THE FAX SENT ON THE SUBJECT, THE GOVERNMENT HAS BEEN ASKING ECONOMAT (OUR PREVIOUS FRESH FOOD CONTRACTOR) TO PAY INCOME TAXES ON THEIR GROSS INCOME. THIS PROBLEM CONCERNS ONLY ECONOMAT FOR THE TIME BEING. HOWEVER, THE OFFICIALS OF THE GOVERNMENT MADE IT VERY CLEAR, WHEN WE MET THEM, THAT THEY INTENDED TO ASK ALL THE CONTRACTORS TO PAY INCOME TAXES. THE MATTER IS BEING DISCUSSED AT THE SRSG LEVEL WITH THE VICE PRIME MINISTER AND MINISTERS OF THE RWANDESE GOVERNMENT INVOLVED IN THE CASE. WE HAVE BEEN INFORMED THAT SOME DISCUSSIONS WERE ALSO HELD IN UN NY WITH THE FRENCH AND THE RWANDESE MISSIONS. **IT IS IMPERATIVE THAT A SOLUTION BE FOUND TO THIS PROBLEM**

**ASAP BEFORE THE RWANDESE GOVERNMENT DECIDES TO
APPLY THIS APPROACH TO ALL OUR CONTRACTORS.**

9. **CONCLUSIONS.** AS MENTIONED IN OUR PREVIOUS LOGREP (REF A) AND THE TWO OTHER FAXES SENT ON THE SUBJECT OF MAJOR CONTRACTUAL PROBLEMS EXPERIENCED BY THIS MISSION (REF B AND C), UNAMIR IS IN A VERY DIFFICULT SITUATION. THUS FAR, UNAMIR HAS BEEN ABLE TO PROVIDE THE SUPPORT BUT THIS IS DUE TO THE EFFORTS OF THE CONTRACT MANAGEMENT STAFF AND THE FLEXIBILITY SHOWN BY BRSC. **HOWEVER, WE HAVE REACHED THE LIMIT OF THIS FLEXIBILITY AND IMMEDIATE ATTENTION SHOULD THEREFORE BE GIVEN BY UN NY TO RESOLVE THE MAJOR PROBLEMS IDENTIFIED IN THOSE DOCUMENTS AND IN THIS LOGREP.**

10. THE INFORMATION OBTAINED FROM BRSC ON 24 JULY 95 INDICATING THAT THEIR HEAD OFFICE HAS RECEIVED THE DRAFT CONTRACT IS VERY GOOD NEWS AND IS VERY MUCH WELCOME. IT IS HOPED THAT PTS AND BRSC HOUSTON WILL AGREE QUICKLY ON THE TERMS OF THIS NEW CONTRACT AND THAT THE CONTRACT WILL BE SIGNED QUICKLY. HOWEVER, EVEN IF THE CONTRACT IS SIGNED WITHIN THE NEXT FEW DAYS, IT IS CRUCIAL THAT THE TRANSITION PERIOD BE EXTENDED FOR THE NEXT MONTH AS MENTIONNED IN PARAGRAPH 8 C OF THIS REPORT. **A DECISION WRT THIS ISSUE MUST BE TRANSMITTED BY UN NY TO BRSC HOUSTON NLT 27 JULY 95**

UNITED NATIONS



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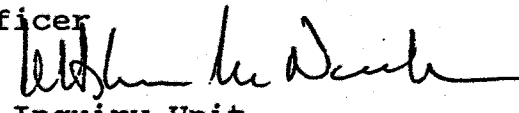
ASSISTANCE MISSION IN RWANDA

MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

Date: 4 July 1995

To: Mr. Paul McNeill
Chief Finance Officer

From: Mtshana M. Ncube 
Chief, Boards of Inquiry Unit
Administrative/Legal Officer

Subject: Local UN Staff and Payment of Taxes to the Government

Your memorandum dated 13 June 1995 addressed to Mr. Kimso Nilsvang, the Chief Civilian Personnel Officer, on the above subject was passed on to our Office for advice. It should be noted that the document from the Prefect of Gisenyi is a general circular. However, because of the way it is worded, it may be read to include all local employees of the UN, international Non-Governmental Organisations and commercial organisations.

With respect to UNAMIR and UN Agencies, locally recruited members of UNAMIR are exempt from taxation under paragraph 28 of the Status of Mission Agreement (SOMA). This tax exemption is also in accordance with SI8(b) of the Convention on Privileges and Immunities of which Rwanda is a party. This provision is incorporated into the Statutory Law of Rwanda by Law of 17 January, 1964.

The position therefore is that any taxation of the salaries of the Local staff of UNAMIR will be a violation of both the SOMA and the Geneva Convention on Privileges and Immunities and ultra-vires the Rwandan Law of 17 January 1964.

c.c. Mr. Chaim Ouziel
Chief Administrative Officer

Mr. Kimso Nilsvang
Chief Civilian Personnel Officer

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UNAMIR - MINUAR

INTER-OFFICE MEMORANDUM

URGENT

29 July 1995

TO: Mr T. Woods, BRSC PGM

INFO: Mr W. Clive, CISS
Mr J. Albert, CA, TOM 1

FROM: Mr G. Brière, CCM

REF: A. BRSC memo dated 01 July 95
B. BRSC memo dated 17 July 95
C. BRSC memo dated 27 July 95

SUBJECT: LOCAL NATIONAL MATERNITY LEAVE

1. Following the reception of your note at ref A, A CCM sent a request to UNAMIR CCPO to obtain the policy WRT the subject matter for UNAMIR LN employees.
2. Unfortunately no action was taken and since I was not there when your original request was sent, I did not take any action until I received your second hastener.
3. I discussed the matter earlier this week with Pers Section. After verification with UN NY, they informed me that LN personnel hired locally are not, unfortunately, entitled to maternity leave.
4. Therefore, I can not approve the one month maternity leave request of Mrs Mukamuyando. This is in order to maintain the same standard between your LN employees and UNAMIR LN employees..
5. Once more, I am sorry for the delays to send you an answer on this matter.

URGENT



Brown & Root Services Corporation
Kigali, Rwanda
Tel 85750/Ext 201

Saturday, 1 July 1995

Mr. Gilles Brière
Responsible Officer
UNAMIR/CMC, Kigali, Rwanda


Subject: Local National Maternity Leave

Dear Mr. Brière:

The attached letter from Mrs. Francis Mukamuyango requesting 1-month maternity leave is forwarded for your guidance. In order to be consistent with UNAMIR, would you advise as to the personnel management policy and procedure relative to maternity leave, i.e., is it paid or unpaid leave and what is the permissible duration?

Sincerely,

Atch
a/s


Gerald W. Hillman
Contracts/Bus Manager

Follow-Up NOTE

Monday, 17 July 1995

Gilles,

The above lady desires to commence her maternity leave on the 22d or Saturday of this week. To be consistent with UNAMIR personnel policies and practices, how would you like us to handle this request -- with or without pay.

Thanks!

cc: Chuck Roberts



Date: 22 June 1995

Mme Mukamuyango Francis,
Brown & Root Service Corporation
B.P 749, Kigali.

The Payroll Supervisor
Brown & Root - Kigali.

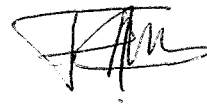
Dear Sir,

Sub: MATERNITY LEAVE

I Francis working in Payroll Department, I would like to inform you that; According to my pregnancy and medical treatment, I would wish to start the maternity leave on 22nd July, until the 22nd Augt,95 which will be a duration of one month.

Yours Sincerely,

Mukamuyango Francis.



CC. PGM
Contract/Business Manager
Service Operation Manager

IDB SubContract



Brown & Root Services Corporation
Kigali, Rwanda

MEMORANDUM

DATE: 26 JULY 95

TO: GILLES BRIÈRE, CCM

FROM: TOMMY D. WOODS, BRSC PM

SUBJECT: PURCHASE OF MOBILE COMMUNICATIONS TERMINALS

Under the provisions of the BRSC Contract with the UN (Contract No. PTS/CON/146/94), BRSC purchased five mobile communications terminals. This purchase was made by Change Order Five to Subcontract (0871-SUBC-S715001) between BRSC and C.I.C.I. INC. D/B/A/IDB Worldcom. This Subcontract contained the provision that upon completion of the contract between BRSC and the UN, these terminals shall become the property of UNAMIR (page 2 of 4, item 2.9 of Subcontract 0871-SUBC-S715001, Change Order No. Five). These five mobile terminals were turned-in to UNAMIR upon completion of Contract No. PTS/CON/146/94. Serial numbers for these units are, 6GC003A3D27A, 6GC003AB3490, 6GC003A68984, 6GC003A8F742, 6GC003ACE8DE.

BRSC considers the above five mobile communications terminals to be the property of UNAMIR. The UNAMIR will be invoiced for these terminals IAW the provisions of the contract between BRSC and the UN.

Facsimile Cover Sheet

To: Chris King
Company: Brown & Root Services Corporation
Phone: 250-824-62
Fax: 250-824-62

From: Charles A. Carr
Company: Brown & Root Services Corporation
Phone: (713) 678-5048
Fax: (713) 678-4886

Date: February 20, 1995
Pages including this cover page: 5

Comments: Subcontract SN02-SUBC-5025001

Chris,
Please find attached change order number five submitted for your records.

Thanks,

Charles A. Carr

Charles A. Carr

SUBCONTRACT CHANGE ORDER

ORIGINAL AMOUNT AND PREVIOUS CHANGE ORDER(S)	GENERAL CONTRACTOR	PAGE 1 of 4	DATE 2/10/95
\$1,342,889.23	BROWN & ROOT SERVICES CORP.	CHANGE ORDER FIVE	REQ. NO. R3787511A
ADDITION BY THIS CHANGE ORDER	U.S. EMBASSY	SUBCONTRACT NO. 0871-SUBC-S715001	TASK WORK ORDER 11.0.0
\$574,898.00	MOGADISHU, SOMALIA	JOB NUMBER 0871 / SN02	Accounting Code E0011 / 150174401- 65006
DEDUCTION BY THIS CHANGE ORDER	ORIGINAL NOTIFICATION		
\$0	X CONFIRMATION		
\$1,917,787.23 * AMENDED TOTAL			

SUBCONTRACTOR

C.I.C.I. Inc. D/E/A/ IDB Worldcom
1555 Shady Grove Road, Suite 410
Rockville, Maryland 20850-3222

THE TERMS AND CONDITIONS FORMING THE ORIGINAL
SUBCONTRACT ARE MADE A PART OF THIS CHANGE
ORDER EXCEPT TO THE EXTENT MODIFIED ON THE FACE
HEREOF.

DESCRIPTION

REFER TO SUBCONTRACT NO. 0871-SUBC-S715001 FOR SATELLITE COMMUNICATIONS BETWEEN MOGADISHU,
SOMALIA AND HOUSTON, TEXAS AND AMEND AS FOLLOWS:

1.0 PURPOSE

THE PURPOSES OF THIS CHANGE ORDER NO. FIVE (5) ARE AS OUTLINED BELOW:

- 1.1 TO TRANSFER THE COMMUNICATIONS SERVICES FROM SUBCONTRACT NO. 0871-SUBC-S715001 TO SN02-SUBC-S025001 TO REFLECT THE PROJECT RELOCATION FROM SOMALIA TO RWANDA AND ITS CORRESPONDING TRANSFORMATION FROM A UNOSOM TASK TO A STAND ALONE UNAMIR PROJECT UNDER THE AUTHORITY OF AMENDMENT 2. THE EFFECTIVE DATE OF THIS CHANGE ORDER IS 22 FEBRUARY, 1995.
- 2) TO EXTEND THE TIME OF PERFORMANCE THRU MAY 31, 1995.
- 3) TO ADD ITEMS 0003 THRU 0007 TO PARAGRAPH 3.1 SCHEDULE OF ITEMS.

2.0 SUBLET WORK

THE SCOPE OF WORK SHALL BE REVISED AS FOLLOWS:

ITEMS 2.1, 2.2, 2.3 AND 2.6 SHALL BE REVISED FROM

- 2.1 SUBCONTRACTOR SHALL PROVIDE SATELLITE COMMUNICATIONS BETWEEN THE CITY OF MOGADISHU, SOMALIA AND BROWN & ROOT'S CORPORATE HEADQUARTERS' PBX IN HOUSTON, TEXAS USA. THIS COMMUNICATIONS SYSTEM WILL UTILIZE A SATELLITE "EARTH STATION" PROVIDED AND INSTALLED BY SUBCONTRACTOR IN MOGADISHU, SOMALIA ON THE CONTINENT OF AFRICA.
- 2.2 EXECUTION OF THE SCOPE OF WORK WILL REQUIRE THE ESTABLISHING AND MAINTAINING OF ELEVEN (11) VOICE GRADE CIRCUITS BETWEEN MOGADISHU, SOMALIA AND BROWN & ROOT SERVICES CORPORATION HEADQUARTERS' PBX IN HOUSTON, TEXAS, USA.

2.3 AFTER THE LEASE PERIOD EXPIRES, SUBCONTRACTOR IS RESPONSIBLE FOR THE DEACTIVATION, REMOVAL, AND TRANSPORTATION OF THE EARTH STATION, ALL RELATED EQUIPMENT, AND ALL SUBCONTRACTOR EMPLOYEES FROM MOGADISHU TO WHATEVER LOCATION SUBCONTRACTOR ELECTS.

2.6 CONTRACTOR WILL PROVIDE HOUSING AND SUBSISTENCE TO TWO (2) SUBCONTRACTOR EMPLOYEES INVOLVED DIRECTLY WITH THIS SUBCONTRACT WHILE SAID EMPLOYEES ARE IN MOGADISHU, SOMALIA AT NO COST TO THE SUBCONTRACTOR. THE HOUSING AND SUBSISTENCE WILL BE SIMILAR TO THAT PROVIDED TO CONTRACTOR EMPLOYEES IN MOGADISHU, SOMALIA.

TO:

2.1 SUBCONTRACTOR SHALL PROVIDE SATELLITE COMMUNICATIONS BETWEEN THE CITY OF KIGALI, RWANDA AND BROWN & ROOT'S CORPORATE HEADQUARTERS' PBX IN HOUSTON, TEXAS USA. THIS COMMUNICATIONS SYSTEM WILL UTILIZE A SATELLITE "EARTH STATION" OWNED BY SUBCONTRACTOR AND RELOCATED FROM MOGADISHU, SOMALIA. THIS RELOCATION WILL BE ACCOMPLISHED JOINTLY BY THE CONTRACTOR AND THE SUBCONTRACTOR UNDER THE SUPERVISION OF SUBCONTRACTOR'S ON-SITE PERSONNEL AND TRANSPORTED TO KIGALI, RWANDA ABOARD A UNITED NATIONS AIRPLANE. THE UNIT WILL BE INSTALLED BY SUBCONTRACTOR WITH CONTRACTOR ASSISTANCE IN KIGALI, RWANDA ON THE CONTINENT OF AFRICA. SUBCONTRACTOR'S BLANKET INSURANCE WILL BE IN EFFECT DURING THIS RELOCATION EFFORT.

2.2 EXECUTION OF THE SCOPE OF WORK WILL REQUIRE THE ESTABLISHING AND MAINTAINING OF FOURTEEN (14) VOICE /FAX GRADE CIRCUITS BETWEEN KIGALI, RWANDA AND BROWN & ROOT SERVICES CORPORATION HEADQUARTERS' PBX IN HOUSTON, TEXAS, USA.

2.3 AFTER THE LEASE PERIOD EXPIRES, SUBCONTRACTOR IS RESPONSIBLE FOR THE DEACTIVATION, REMOVAL, AND TRANSPORTATION OF THE EARTH STATION, ALL RELATED EQUIPMENT, AND ALL SUBCONTRACTOR EMPLOYEES FROM KIGALI TO WHATEVER LOCATION SUBCONTRACTOR ELECTS PROVIDED THE TOTAL COST DOES NOT EXCEED THE FREIGHT COST OF A COMMERCIAL FLIGHT FROM KIGALI TO HOUSTON, TEXAS OR DALLAS, TEXAS.

2.6 CONTRACTOR WILL PROVIDE HOUSING AND SUBSISTENCE TO ONE (1) SUBCONTRACTOR EMPLOYEE INVOLVED DIRECTLY WITH THIS SUBCONTRACT WHILE SAID EMPLOYEES ARE IN KIGALI, RWANDA AT NO COST TO THE SUBCONTRACTOR. THE HOUSING AND SUBSISTENCE WILL BE SIMILAR TO THAT PROVIDED TO CONTRACTOR EMPLOYEES IN KIGALI, RWANDA.

ADD ITEM 2.9 AND 2.10 AS FOLLOWS:

2.9 SUBCONTRACTOR WILL PROVIDE COMMUNICATIONS SERVICES FOR FIVE MOBILE TERMINALS VIA THE MOST ECONOMICAL SATELLITE ROUTING TO ALLOW COMMUNICATION BETWEEN THE CONTRACTOR'S BASE CAMP IN KIGALI AND CONTRACTOR'S PERSONNEL IN REMOTE LOCATIONS IN RWANDA. THIS WILL BE ACCOMPLISHED USING INMARSAT PORTABLE TERMINALS PURCHASED FROM IDS WHICH SHALL BE CAPABLE OF RANGES UP TO 120 MILES FROM THE BASE CAMP AND WHICH UTILIZE THE INMARSAT SATELLITE NETWORK. SUBCONTRACTOR'S ON-SITE PERSONNEL SHALL BE RESPONSIBLE FOR MAINTENANCE OF THESE UNITS DURING THE WARRANTY PERIOD. UPON EXPIRATION OF THE MANUFACTURER WARRANTY, SUBCONTRACTOR WILL BE RESPONSIBLE FOR CONTINUED MAINTENANCE ON A REIMBURSABLE BASIS WHILE THESE TERMINALS REMAIN IN CONTRACTOR'S SERVICE. UPON COMPLETION OF CONTRACTOR'S CONTRACT, THESE TERMINALS SHALL BECOME THE PROPERTY OF UNAMIR.

- 2.10 SUBCONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING THE LICENSE FOR THE EARTH STATION IN RWANDA AND MAY SEEK ASSISTANCE FROM BRSC / UNAMIR TO ACCOMPLISH THIS TASK. FEES ASSESSED BY THE RWANDAN GOVERNMENT WILL BE FOR THE CONTRACTOR'S ACCOUNT.

3.0 **PRICING**

PREVIOUS NOT-TO-EXCEED AMOUNT OF \$1,342,889.23 IS INCREASED BY \$574,898.00 FOR A REVISED AMOUNT OF \$1,917,787.23.

REVISE PARAGRAPH 3.1 SCHEDULE OF ITEMS AS FOLLOWS:

CANCEL ITEMS 0001 & 0002 IN THEIR ENTIRETY.

ADD ITEMS 0003 THRU 0007 AND PARAGRAPH 3.2:

ITEM NO.	DESCRIPTION	QTY	U/I	U/P	AMOUNT
0003	LEASE OF EQUIPMENT, USE OF 14 VOICE/DATA CIRCUITS, COST FOR 1 IDB TECHNICIAN, EQUIPMENT MAINTENANCE AND RELATED CHARGES.	3	MO	\$112,966.00	\$338,898.00
0004	INSTALLATION CHARGES	1	LOT	\$ 32,000.00	\$ 32,000.00
0005	PURCHASE OF STANDARD M - MOBILE TERMINALS	5	EA	\$ 15,000.00	\$ 75,000.00
• 0006	MOBILE AIR TIME CHARGES AT \$4.25 PER MIN - COST IS ESTIMATED	3	MO	\$ 30,000.00	NTE \$ 90,000.00
• 0007	DEMOBILIZATION CHARGES FOR EQUIPMENT - COST IS ESTIMATED	1	LOT	\$ 39,000.00	NTB \$ 39,000.00

- 3.2 INMARSAT AIR TIME CHARGES INITIATED FROM SOMALIA FROM 15 FEBRUARY UNTIL CONTRACTOR DEPARTURE FROM SOMALIA SHALL BE BILLED AGAINST SUBCONTRACT NUMBER 0871-SUBC-8715001 AT THE RATE OF \$4.25 PER MIN.

4.0 **TIME OF PERFORMANCE**

THE TIME OF PERFORMANCE IS EXTENDED TO MAY 31, 1995.

5.0 **TERMS AND CONDITIONS**

EXCEPT AS HEREIN AMENDED ALL TERMS AND CONDITIONS OF THE ORIGINAL SUBCONTRACT THRU CHANGE ORDER NO. 4 REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

PAGE 4 OF 4
SUBCONTRACT NO. 0871-SUBC-8715001
CHANGE ORDER NO. FIVE (5)

6.0

EXECUTION

SUBCONTRACTOR SHALL SIGN AND DATE ORIGINAL COPIES AS SPECIFIED BELOW:

SUBCONTRACTOR		GENERAL CONTRACTOR	
SIGNATURE	DATE SIGNED	SIGNATURE	DATE SIGNED
<i>Angry W. Upth</i>	<i>2/10/95</i>	<i>Chack & Can</i>	<i>10 Feb 95</i>
AUTHORIZED REPRESENTATIVE		AUTHORIZED REPRESENTATIVE	

DISTRIBUTION:

ORIG: GENERAL CONTRACTOR

COPY: HOUSTON

ORIG: SUBCONTRACTOR

COPY: COST

ORIG: ACCOUNTS PAYABLE

COPY: REQUISITIONER

0000000000

P.5

FEB 10 12:20PM HOUSTON SUPPORT OFC



MOST IMMEDIATE

OUTGOING FAX NO. 5209
MIR NO. 2657
MISC NO. CMC 073

PAGE 1 OF 37

TO: H. MEDILI DIRECTOR FALD/DPKO UNHQ, NEW YORK	From: C. OUZIEL CAO UNAMIR KIGALI, RWANDA
ATTN: KULOV, HAMON	DATE: 25 JULY 1995
FAX NO: 212-963-2116	PHONE : 212-963-3582 Ext. 11133 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: W. CLIVE, CISS	SECTION: CONTRACT MANAGEMENT CELL
INTERNAL DISTRIBUTION: CAO, CISS, CCM	
REF: A. CMC 063 DATED 23 JUNE 95 B. CMC 067 DATED 10 JULY 95 C. CMC 068 DATED 13 JULY 95 D. CMC 070 DATED 15 JULY 95 E. CMC 072 DATED 22 JULY 95	
SUBJECT: UNAMIR 3RD LINE SERVICES CONTRACT - WEEKLY LOGREP - W/E 23 JULY 95	

1. THIS WEEKLY LOGREP IS SUBMITTED FOR THE FIRST TIME SINCE 23 JUNE 95. UNAMIR REGRET FOR NOT HAVING SUBMITTED ANY REPORT SINCE THAT TIME BUT THIS IS DUE TO THE ENORMOUS WORK LOAD GENERATED BY THE VERY DIFFICULT TRANSITION BETWEEN THE PREVIOUS AND THE NEW SERVICE CONTRACTS.

CAO CISS CCM

2. **BRSC PERSONNEL REPORT.**

		EXPAT	TCN	LN
A.	PREVIOUS ASSIGNED STRENGTH (FROM LAST LOGREP DATED 23 JUNE 95)	69	0	826
B.	ARRIVALS	1	14	
C.	DEMOBILIZATIONS	1	0	
D.	CURRENT STRENGTH	61	14	
E.	R&R	4	0	
F.	HOSPITALIZED/CONVALESCENT LEAVE	0	0	
G.	EMERGENCY LEAVE	0	0	
H.	PRESENT FOR DUTY	57	14	1019

3. **WORK ORDERS STATUS REPORT.**

DESCRIPTION	LAST REPORT *	THIS REPORT 23 JULY 95 *	DIFF. *
# OF ACTIVE WORs	N/A	367	N/A
# OF CLOSED WORs	N/A	0	N/A
# OF CANCELLED, PENDING AND REJECTED WORs	N/A	122	N/A
TOTAL	N/A	489	N/A

* NO DATA IS PROVIDED IN THE LAST REPORT AND DIFFERENCE COLUMNS SINCE THIS IS THE FIRST REPORT UNDER THE NEW CONTRACT.

4. **WEEKLY COST MANAGEMENT REPORT.** FIND ATTACHED *THE LATEST REVISED ESTIMATE (LRE)* REPORT (PAGES 9 AND 10) FOR OBLIGATED AND EXPENDED COSTS THRU 31 MAY 95. THIS LRE IS REFLECTING A TOTAL EXPECTED COST OF \$22,222,426. THIS REPRESENTS 90.8% OF THE UNAMIR TOTAL FUNDING FROM JUL 94 TO 31 MAY 95. THIS LRE INCLUDES ALL EXPECTED COSTS WHICH ARE ASSOCIATED WITH PREVIOUS CONTRACT CLOSE-OUT **INCLUDING A PROVISION OF \$200,000 FOR SOCIAL BENEFITS** (SEE PARA 8 H OF THIS REPORT). NO REPORTS ARE AVAILABLE FOR THE PERIOD 01 JUNE TO NOW SINCE THE NEW CONTRACT HAS NOT YET BEEN SIGNED.

5. **BRSC LOGISTICS REPORT.** REPORTS FOR WEEKS 25 JUNE TO 01 JULY, 02 TO 08 JULY, 09 TO 15 JULY AND 16 TO 22 JULY 95 ARE ATTACHED WITH THIS REPORT (PAGES 11 TO 14).
6. **BRSC VEHICLES AVAILABILITY REPORT.** REPORTS FOR WEEKS 25 JUNE TO 01 JULY, 02 TO 08 JULY, 09 TO 15 JULY AND 16 TO 22 JULY 95 ARE ATTACHED WITH THIS REPORT (SEE PAGES 15 TO 18). THE AVAILABILITY RATE DURING THIS PERIOD HAS VARIED BETWEEN 67 % AND 72 %. THE HIGH VOR RATE IS DUE TO A MAJOR PROBLEM OF AVAILABILITY OF SPARE PARTS.
7. **PREVIOUS REPORT AND SPECIAL REPORTS.** SEVERAL PROBLEMS WERE BROUGHT TO YOUR ATTENTION UNDER COVER OF REFS A TO C. NO ANSWER HAS BEEN RECEIVED ON ANY OF THESE REPORTS. **YOUR IMMEDIATE ATTENTION IS REQUESTED ON THE ISSUES RAISED IN THESE REPORTS.** PLEASE ADVISE BY PHONE OR FAX IF YOU HAVE NOT RECEIVED ANY OR SOME OF THESE REPORTS. (REF A IS 35 PAGES WITH THE ATTACHMENTS OF WHICH 9 PAGES DESCRIBED IN DETAILS THE PROBLEMS FACED BY UNAMIR, REF B IS A CODED FAX SENT BY THE SRSG TO THE USG AND REF C IS A TWO PAGES FAX).
8. **ADDITIONAL INFORMATION.** THE FOLLOWING ADDITIONAL INFORMATION ON THE POINT RAISED UNDER COVER OF REF A TO C IS PROVIDED:
 - A. **NEW CONTRACT (POINT 7 OF REF A, REF B AND C).** THE FACT THAT WE STILL DO NOT HAVE A SIGNED CONTRACT CAN NOT BE OVER EMPHASIZED. THIS SITUATION IS CREATING AN ENORMOUS AMOUNT OF PROBLEMS. BRSC PGM INFORMED US ON 24 JULY THAT THEIR CORPORATE HEAD OFFICE HAVE NOTIFIED HIM THAT THEY HAVE RECEIVED THE DRAFT CONTRACT. **THIS IS VERY GOOD NEWS AND WE NOW HOPED THAT THE SIGNATURE OF THIS CONTRACT (WHICH IS NOW THREE AND A HALF MONTHS OVERDUE FROM THE ORIGINAL PLANNED SIGNATURE DATE) WILL OCCUR VERY SHORTLY.**
 - B. **DEMOBILIZATION (POINT 7 A OF REF A AND REF C).** ALL THE DETAILS ON THIS ISSUE HAVE BEEN PROVIDED IN THE TWO PREVIOUS REPORTS ON THIS SUBJECT. THE 10 OF THE 11 DEMOBILIZATIONS MENTIONED IN THE PREVIOUS REPORT HAVE BEEN RECEIVED AND THESE EXPATRIATE EMPLOYEES WILL BE LEAVING WITHIN THE NEXT FEW DAYS. THE FIRST GROUP OF 14 TCN HAS ARRIVED FROM PHILIPPINE ON 22 JULY 95. GOVERNMENTS OF PHILIPPINE AND RWANDA HAVE ACCEPTED THE EXPLANATIONS PROVIDED WRT THE FACT THAT NO CONTRACT WAS SIGNED AS OF YET. THE

INDIVIDUALS WERE AUTHORIZED TO TRAVEL AND VISAS WERE ISSUED ON ARRIVAL. ANOTHER GROUP OF 15 TCN IS DUE TO ARRIVE ON 26 JULY AND A GROUP OF 14 TCN IS ALSO SCHEDULED TO ARRIVE ON 29 JULY 95. BRSC HAS AGREED TO EXPEDITE THE HIRING OF THESE TCN CONSIDERING THE EXTREME DIFFICULT SITUATION THAT UNAMIR FACES ACTUALLY EVENTOUGH THEY STILL DO NOT HAVE A SIGN CONTRACT.

- C. EXTENSION OF THE TRANSITION PERIOD (POINT 7 B OF REF A AND REF C). THIS SUBJECT HAS ALSO BEEN THE OBJECT OF SEVERAL OCCASIONS. EVENTOUGH WE ARE STARTING TO RECEIVE SOME TCN AND SOME MORE ARE DUE TO ARRIVE IN THE NEXT FEW WEEKS, IT IS ESSENTIAL THAT THE TRANSITION PERIOD BE EXTENDED UNTIL 31 AUGUST 95. FAILING TO EXTEND THE TRANSITION PERIOD, BRSC WILL HAVE NO OTHER CHOICE THAN TO IMPLEMENT THE BASE LINE OF THEIR PROPOSAL ON 31 JULY 95. THIS BASE LINE WOULD TRANSLATE IN THE DEMOBILIZATION OF 27 EXPATRIATES AND ONLY 23 EXPATRIATE EMPLOYEES WOULD REMAIN HERE. THIS WOULD CREATE A LOT OF PROBLEMS IN A SITUATION WHICH IS ALREADY EXTREMELY COMPLEX. BRSC HAS PROVIDED US AN ESTIMATE OF THE COST FOR THE EXTENSION OF THE TRANSITION PERIOD BY ONE MONTH (01 TO 31 AUG 95). THE COST WOULD BE \$391,312 AND A COPY OF THIS ESTIMATE IS ATTACHED TO THIS REPORT (PAGES 19 TO 21) . A COPY SHOULD BE FORWARDED SHORTLY ALSO BY BRSC HOUSTON TO PTS UN NY. **BRSC HAS NOTIFIED US THAT A DECISION ON THIS MATTER IS REQUIRED NLT 27 JULY 95 OR THEY WILL DEMOBILIZE ALL THE EXPATRIATE EMPLOYEES NOT INCLUDED IN THE BASE LINE OF THEIR PROPOSAL.**
- D. INCREASED WORK LOAD (POINT 7 C OF REF A). AS EXPLAINED IN OUR PREVIOUS LOGREP, THERE IS A TREMENDOUS AMOUNT OF ADDITIONAL WORK MAINLY IN THE CONSTRUCTION AREA DUE TO THE PREPARATION OF THE SITES FOR THE NEW COMPANIES POSITIONS AND THE CLOSURE OF THE ACTUAL BATTALION POSITIONS. AS DISCUSSED OVER THE PHONE, WE HAVE DONE AN ANALYSIS TO DETERMINE THE NUMBER OF SUPPLEMENTARY PERSONNEL REQUIRED TO MEET THIS ADDITIONAL WORK LOAD. IT WAS DETERMINED THAT 170 ADDITIONAL LN AND 4 MORE EXPATRIATE EMPLOYEES WERE REQUIRED UNTIL 31 OCT 95 IN ADDITION TO THE STAFF IDENTIFIED IN THE BASE LINE OF THE CONSTRUCTION CLIN (CONTRACT LINE ITEM NUMBER) IN THE BRSC PROPOSAL. EVENTOUGH THE CONTRACT IS STILL NOT SIGNED, BRSC HAS

AGREED TO HIRE THESE PEOPLE TO MEET THIS IOR. IN THE OTHER SECTOR ACTIVITIES, OVERTIME IS AUTHORIZED TO MEET THE ADDITIONAL WORKLOAD AND TO COMPENSATE THE LACK OF RESOURCES DUE TO THE FACT THAT ONLY A FEW TCN HAVE ARRIVED IN THEATER. UNAMIR HAS DEVELOPED PROCEDURES TO MONITOR ALL THESE ADDITIONAL EXPENDITURES AND WE WILL BE ABLE TO PROVIDE THE JUSTIFICATIONS TO UN NY IN DUE COURSE. THE ADDITIONAL WORK LOAD HAS BEEN INCLUDED IN THE SOR (STATEMENT OF REQUIREMENT) THAT WE HAVE PREPARED. THIS SOR WILL BE ISSUED TO BRSC TO PREPARE THE ROM (ROUGH ORDER MAGNITUDE) ESTIMATE ONCE THE CONTRACT HAS BEEN SIGNED IN ORDER THAT THE MONEY IS APPROVED UP FRONT. EVENTOUGH, THIS SHOULD HAD BEEN DONE AT THE BEGINNING OF THE PROJECT, UNAMIR HAD NO OTHER CHOICE THAN TO PROCEED THIS WAY CONSIDERING THE DELAYS IN THE SIGNATURE OF THE CONTRACT.

- E. BRSC ACCOMMODATION (POINT 7 L (4) OF REF A). THE CONSTRUCTION OF THE STANDARD UNITS OF THE BRSC CAMP HAS PROGRESSED DURING THE PAST MONTH. IT IS EXPECTED THAT THIS PORTION OF THE CAMP WILL BE READY APPROXIMATELY 15 AUG 95. FURNITURE WILL ALSO BE PURCHASED WITHIN THE NEXT FEW DAYS IN NAIROBI AND SHIPPED TO KIGALI. WRT THE DE LUXE UNITS FOR THE BRSC SENIOR STAFF, WE HAVE RECEIVED SO FAR ONLY THREE UNITS FROM DAR ES SALAAM. THE UNITS RECEIVED ARE IN VERY BAD SHAPE AND THEY WILL REQUIRE EXTENSIVE REPAIRS. WE EXPECT TO RECEIVE THE OTHER NINE UNITS WITHIN THE NEXT FEW DAYS AND WE ESTIMATE THAT THIS PORTION OF THE CAMP WILL ALSO BE COMPLETED BY END OF AUGUST. BRSC HAS BEEN NOTIFIED ON 25 JULY 95 TO GIVE A THIRTY DAYS NOTICE TO HOTEL MILLES COLLINES AND TO THE OWNERS OF THE VILLAS TO THE EFFECT THAT THEY WILL VACATE THESE PREMISES NLT 30 AUGUST 95. IT IS TO BE NOTED THAT BRSC HAS EXPRESSED THEIR CONCERNS ABOUT THE STANDARD OF THE CAMP PROVIDED BY THE UN FOR THEIR TCN AND SENIOR STAFF VERSUS THE STANDARD OF THE CAMP WHICH WAS INCLUDED IN THEIR PROPOSAL (COPY OF THEIR LETTER IS ATTACHED TO THIS REPORT - SEE PAGES 22 AND 23)). BRSC HAS BEEN NOTIFIED THAT UNAMIR WAS DIRECTED BY UN HQ TO BUILD A CAMP WITH THE UNITS WHICH CAME FROM UNOSOM AND THAT UNAMIR WOULD DO ITS UTMOST TO IMPROVE THE STANDARD OF THE CAMP. HOWEVER, THEY HAVE BEEN INFORMED THAT IT WILL NOT BE POSSIBLE TO MEET THE STANDARD OF THE CAMP IN THEIR PROPOSAL. BRSC WAS

NOTIFIED TO ADDRESS THEIR CONCERNS TO UN NY VIA THEIR HEAD OFFICE IN HOUSTON IN ORDER TO FIND A SOLUTION TO THE PROBLEM SINCE THIS ISSUE HAS BEEN THE SUBJECT OF NEGOTIATIONS BETWEEN BRSC HOUSTON AND PTS. CONSIDERING THAT VILLAS MUST BE RENTED FOR ONE MONTH AT THE TIME, WE HAVE NO OTHER CHOICE THAN TO CONTINUE TO ACCOMMODATE THE TCN IN THE VILLAS FOR THE NEXT MONTH AND ALSO TO CONTINUE TO ACCOMMODATE THE EXPATRIATE EMPLOYEES IN HOTEL MILLES COLLINES AND IN THE VILLAS UNTIL THEIR CAMP IS READY AND A DECISION IS TAKEN BY UN NY WRT THE ISSUE OF THE STANDARD OF THE CAMP. **A DECISION WRT THE ISSUE OF THE STANDARD OF THE CAMP IS REQUIRED URGENTLY FROM UN NY.**

- F. REIMBURSEMENT OF COSTS INCURRED BY UNAMIR WHEN BRSC EARTH STATION WAS SHUT DOWN (POINT 8 A OF REF A). THIS ISSUE HAS BEEN THE OBJECT OF A LETTER SENT TO BRSC (COPY ATTACHED) REQUESTING TO CONFIRM THAT IDB DID NOT CHARGE UNAMIR THE COST OF THE RENTAL OF THE EARTH STATION FOR THE PERIOD THAT THE STATION WAS NOT OPERATIONAL. BRSC HAS CONFIRMED BY WRITING THAT IDB HAS NOT AND WILL NOT BILLED BRSC/UNAMIR FOR THAT PERIOD (COPY ATTACHED). HOWEVER, RWANDATEL INFORMED US ON 20 JULY THAT THEY WANT IDB TO PAY A LICENSE FEE OF \$5,525 US FOR THE TIME THE SATELLITE HAS BEEN COMMISSIONED PLUS 30% FOR ONE HALF OF THE ACTUAL SEGMENT COST (???) (SEE PAGES 24 TO 26). THE DIRECTOR OF RWANDATEL INDICATED TO CCO THAT THE VP OF IDB AGREED TO PAY THESE AMOUNTS. IT IS HOWEVER UNCLEAR AT THIS STAGE IF INDEED THERE IS AN AGREEMENT WITH IDB AND IF SO, IF BRSC AND THEN UNAMIR WILL BE BILLED FOR THESE COSTS. WE WILL REVERT TO YOU ONCE MORE INFORMATION HAVE BEEN OBTAINED.
- G. INVOICES REVIEW FOR MONTHS OF MARCH TO MAY 95 (POINT 8 B OF REF A). THE INVOICES FOR THE MONTH OF MARCH AND APRIL HAVE BEEN REVIEWED. ORIGINALS HAVE BEEN SENT TO UN NY VIA DHL. COPY OF THE INVOICES AND COVER LETTER HAVE BEEN SENT TO UN NY UNDER COVER OF REF D AND E. REVIEW OF THE INVOICES FOR THE MONTH OF MAY SHOULD ALSO BE COMPLETED WITHIN THE NEXT FEW DAYS.
- H. PAYMENT OF SOCIAL BENEFITS BY BRSC ON THE SALARY PAID TO LOCAL NATIONAL EMPLOYEES (POINT 8 D OF REF A AND POINT 22 OF REF B). THIS ISSUE HAS BEEN THE OBJECT OF SEVERAL FAXES TO UN NY DURING THE PAST FEW MONTHS. A

RECAPITULATION OF THE SITUATION WAS PROVIDED IN OUR PREVIOUS LOGREP. SINCE THAT REPORT WAS SENT, BRSC HAS RECEIVED TWO MORE LETTERS ON THE SUBJECT (COPIES OF THESE LETTERS ARE ATTACHED TO THIS FAX - SEE PAGES 27 TO 37). THE RWANDESE GOVERNMENT OFFICIALS ARE INSISTING IN THESE LETTERS THAT BRSC PAY THESE BENEFITS. THEY ARE CLAIMING 54.6M RFW (APPROXIMATELY \$180,000 US AT THE ACTUAL EXCHANGE RATE). THIS AMOUNT IS BASED ON THEIR ESTIMATE OF THE SALARIES PAID BY BRSC FOR THE THIRD AND FOURTH TRIMESTERS OF 1994 AND THE FIRST AND SECOND TRIMESTERS OF 1995. THE AMOUNT OF 54.6M RFW INCLUDES ALSO INTEREST AND PENALTIES. THE AMOUNT THAT THE GOVERNMENT IS CLAIMING CORRESPONDS VERY CLOSELY TO THE ACTUAL COST CALCULATED ON THE SALARIES PAID SO FAR BY BRSC (PLEASE REFER TO POINT 22 OF REF B FOR THE DETAILS OF OUR ESTIMATE). THE ISSUE HAS BEEN THE OBJECT OF DISCUSSION BETWEEN THE SRSG AND THE GOVERNMENT OFFICIALS BUT THEY STILL INSIST THAT UNAMIR PAYS THESE BENEFITS. **INTERPRETATION OF THE SOMA WRT THIS ISSUE AND DIRECTIONS ON HOW TO DEAL WITH THIS MATTER ARE REQUESTED FROM OLA ASAP.**

- I. HEAVY EQUIPMENT (POINT 8 E OF REF A). AS PER OUR LAST WEEKLY LOGREP, 58 OF THE 77 PIECES OF EQUIPMENT HAVE BEEN EARMARKED FOR UNAMIR. HOWEVER, ONLY 44 OF THESE PIECES OF EQUIPMENT ARE OPERATIONAL. THEY WILL BE DRIVEN/TRANSPORTED TO UNAMIR WITHIN THE NEXT FEW WEEKS. THE OTHER PIECES OF EQUIPMENT ARE PRESENTLY BEING INSPECTED TO DETERMINE IF THEY SHOULD BE REPAIRED, SOLD AS IS OR SCRAPPED. RECOMMENDATIONS WRT THIS ISSUE WILL BE SENT TO UN NY UNDER SEPARATE COVER.
- J. PAYMENT OF INCOME TAXES (REF B). AS INDICATED IN THE FAX SENT ON THE SUBJECT, THE GOVERNMENT HAS BEEN ASKING ECONOMAT (OUR PREVIOUS FRESH FOOD CONTRACTOR) TO PAY INCOME TAXES ON THEIR GROSS INCOME. THIS PROBLEM CONCERNS ONLY ECONOMAT FOR THE TIME BEING. HOWEVER, THE OFFICIALS OF THE GOVERNMENT MADE IT VERY CLEAR, WHEN WE MET THEM, THAT THEY INTENDED TO ASK ALL THE CONTRACTORS TO PAY INCOME TAXES. THE MATTER IS BEING DISCUSSED AT THE SRSG LEVEL WITH THE VICE PRIME MINISTER AND MINISTERS OF THE RWANDESE GOVERNMENT INVOLVED IN THE CASE. WE HAVE BEEN INFORMED THAT SOME DISCUSSIONS WERE ALSO HELD IN UN NY WITH THE FRENCH AND THE RWANDESE MISSIONS. **IT IS IMPERATIVE THAT A SOLUTION BE FOUND TO THIS PROBLEM**

**ASAP BEFORE THE RWANDESE GOVERNMENT DECIDES TO
APPLY THIS APPROACH TO ALL OUR CONTRACTORS.**

9. **CONCLUSIONS.** AS MENTIONED IN OUR PREVIOUS LOGREP (REF A) AND THE TWO OTHER FAXES SENT ON THE SUBJECT OF MAJOR CONTRACTUAL PROBLEMS EXPERIENCED BY THIS MISSION (REF B AND C), UNAMIR IS IN A VERY DIFFICULT SITUATION. THUS FAR, UNAMIR HAS BEEN ABLE TO PROVIDE THE SUPPORT BUT THIS IS DUE TO THE EFFORTS OF THE CONTRACT MANAGEMENT STAFF AND THE FLEXIBILITY SHOWN BY BRSC. **HOWEVER, WE HAVE REACHED THE LIMIT OF THIS FLEXIBILITY AND IMMEDIATE ATTENTION SHOULD THEREFORE BE GIVEN BY UN NY TO RESOLVE THE MAJOR PROBLEMS IDENTIFIED IN THOSE DOCUMENTS AND IN THIS LOGREP.**

10. THE INFORMATION OBTAINED FROM BRSC ON 24 JULY 95 INDICATING THAT THEIR HEAD OFFICE HAS RECEIVED THE DRAFT CONTRACT IS VERY GOOD NEWS AND IS VERY MUCH WELCOME. IT IS HOPED THAT PTS AND BRSC HOUSTON WILL AGREE QUICKLY ON THE TERMS OF THIS NEW CONTRACT AND THAT THE CONTRACT WILL BE SIGNED QUICKLY. HOWEVER, EVEN IF THE CONTRACT IS SIGNED WITHIN THE NEXT FEW DAYS, IT IS CRUCIAL THAT THE TRANSITION PERIOD BE EXTENDED FOR THE NEXT MONTH AS MENTIONNED IN PARAGRAPH 8 C OF THIS REPORT. **A DECISION WRT THIS ISSUE MUST BE TRANSMITTED BY UN NY TO BRSC HOUSTON NLT 27 JULY 95 OR BRSC WILL DEMOBILIZE ON 31 JULY 95 ALL THEIR EXPATRIATE EMPLOYEES NOT INCLUDED IN THE BASE LINE OF THEIR PROPOSAL.**

11. YOUR ASSISTANCE IN RESOLVING THESE MATTERS IS SOLICITED ONCE MORE. A PROMPT REPLY ON ALL THESE ISSUES WOULD BE VERY MUCH APPRECIATED.



Brown & Root Services Corporation
Kigali, Rwanda

RAFI

MEMORANDUM

DATE: 20 JULY 95

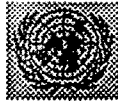
TO: GILLES BRIÈRE, CCM

FROM: TOMMY D. WOODS, BRSC PM

SUBJECT: BRSC EARTH STATION COSTS

REFERENCE: CCM MEMORANDUM, DTD 16 JULY 95, EARTH STATION
REIMBURSEMENT OF COST FOR PERIOD 14 TO 28 APRIL 95

As requested, I discussed matter in the above reference with the Corporate Office earlier this week. The information they provided to me was that they had been assured by IDB that BRSC would not be billed for the period the Earth Station was shut down at the direction of Rwandatel. Since BRSC will not be billed by IDB, we will not bill the UMAMIR.



UNAMIR - MINUAR

INTER-OFFICE MEMORANDUM

16 July 1995

TO: Mr T. Woods, BRSC PGM

INFO: Mr C. Ouziel, CAO
Mr W. Clive, CISS
Mr T. Anglin, CCO
Mr J. Albert, TOM 1/D CCM

FROM: Mr G. Brière, CCM *G. Brière*

SUBJECT: EARTH STATION - REIMBURSEMENT OF COSTS FOR PERIOD 14 TO 28 APRIL 1995

1. As you will recall, you were ordered by Rwandatel on 14 April 95 to shut down your earth station. This was due to the fact that your sub-contractor IDB did not obtained the appropriate license prior to start operating the earth station. The operation resumed on 28 April 95 after IDB received the authorization from Rwandatel.
2. As discussed on several occasions with you during the past few weeks, UNAMIR is of the point of view that we should not pay the rental cost for the period affected by the interruption. The cost of the rental established in the sub-contract with IDB was \$338,898 for 90 days. Considering that the services was interrupted for a period of 13 days, UNAMIR should not be billed \$48,952 (\$338,898/ 90 days X 13 days).
3. Since the invoice covering the cost of rental has not yet been received, it is not possible to know if we have been billed for that cost. Therefore, I would ask you to contact to ask BRSC Houston to contact IDB to discuss this matter to ensure that UNAMIR will not be billed this amount. If an invoice has already been sent, a credit corresponding to the amount of \$48,952 plus the fee should be given to UNAMIR.
4. A prompt reply on this query would be very much appreciated.

C:\DATA\BRSC\WBS\10_00\INREIM_SAT.001

25/37

R W A N D A T E L S . A .

The Rwanda Telecommunications Company
Phone (250) 76777, Fax (250) 73110 KIGALI

20 July 1995

MR. William Wisniewski
Vice President, Business Development
IDB WOLDCOM.

Dear Mr. Wisniewski,


Re : VSAT Installation in Rwanda
Ref : 572100/RWT-DG

Further to our previous discussions, please note that the following payments for your VSAT installation in Rwanda are now due.

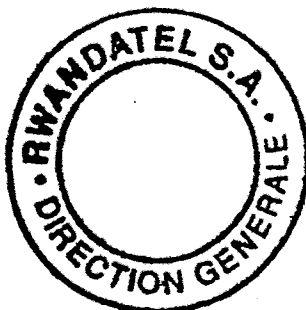
1. Annual licence and start up fee US \$ 5525,00
This is per calendar year or part of the year.
2. The monthly payment of 30% for one half of the actual space segment costs calculated from the commissioning date of the system in Rwanda to the time the system was shut down.

Please submit your payment to RWANDATEL S.A. at your earliest .
The US \$ account number is 010-0358203-63 at Banque Commerciale du Rwanda (BCR) in KIGALI.

Thank you,


Sam NKUSI,

Director General
Rwandatel S.A.



C.C.- Mr. Tom Woods
Brown and Root
✓ Mr. Chaim Ouziel
Chief Administrative Officer
UNAMIR

26/37



Caisse Sociale du Rwanda
B. P. 250 KIGALI

Kigali, le 11.07.1995

No 2.13/1153 /R.E/K.C.

N/Réf. N°:

V/Réf. N°:

Annexe :

Objet : Social Security For your Employees.

To:

Mr Gerald W. Hillman
Business Manager
Brown and Root Services
KIGALI-RWANDA.

Dear Sir,

Following our letter of 6-5-1995 in which we explained to you the requirement of Social Security laws as promulgated by the government of Rwanda presidential decree n° 671/06 dated 21 December 1987, and considering your response in your letter dated 19-5-1995 and our discussion with you on this same subject on 29-6-1995 in our office, we wish to insist further that we are addressing ourselves to Brown and Root Services to meet their obligations vis a vis the Social Security of their 1,488 employees.

We cannot accept that your contract with UNAMIR is an explanation that interferes with this obligation. Brown and Root Services is registered with us as employer n° 310078900000P and is, therefore, lawfully under obligation to conform to the above requirement. In Rwanda, as indeed in many other countries, Social Security contributions are not dogdeable or avoidable.

As you told us that you lack competent personnel to calculate the amount of money involved, we have done so for you using the list you sent to us showing the names and earnings of your employees from July 1994. The details are attached to this letter. You owe us a total sum of money at the tune of FIFTY FOUR MILLION, SIX HUNDRED THIRTEEN THOUSAND, SIX HUNDRED SIXTY SIX FRW (54,613,666 FRW).

We request you to hasten payment.

Yours faithfully

Copies to:

- Minister of Labour and Social Affairs - Kigali.
- Minister of Rehabilitation and Social Integration - Kigali.
- Liaison Office, Social Security P.O BOX 2596 - Kigali.
- HQ UNAMIR, Chef, Contract Management Cell (CMC) - Kigali.
- 4HQ Brown and Root Services, Houston, Texas.

Dr Pius NDAYAMBAJE,

A.G. Director
National Social Security Fund of Rwanda.-

27/37

N° COMPTE 31007890000000P

PERIODE	COTISATIONS					INTERETS POUR RETARD DES COTISATIONS						MONTANT DE RETARD SUR DECLARATION		
	DECLAREES	ESTIMEES	VERSEES	DIFFERENCE (A)	INTERETS TAXABLES	DUREE DE RETARD			MONTANTS DES INTERETS			DATE ARRIVEE	NBRE SALAIRES	MONTANT (c)
						DE	A	NBRE	TAXES	PAYES	A PAYER (B)			
3.94		12.854.642		12.854.642		Mars 95	Juin 95	6	1.198.053		1.198.053	09.05.95	1.488	5.000
4.94		12.854.642		12.854.642		"	"	6	1.198.053		1.198.053	"	1.488	5.000
1.95		12.854.642		12.854.642		Mai 95	"	3	586.172		586.172	"	1.488	5.000
2.95		12.854.642		12.854.642		Juin 95	"	1	192.820		192.820	"	1.488	5.000
				TOTAL:	51.418.568						3.175.098			20.000

DETTE TOTALE : A + B + C = 51.418.568 + 3.175.098 + 20.000 = 54.613.666 FRW

By: T. Woods
b. Brune
②

TRANSLATION



**Brown & Root Services Corporation
Kigali, Rwanda**

Republic of Rwanda
Social Insurance Of Rwanda
P.O. Box 250 KIGALI

Kigali 30 June 1995
No 4.23/ 1071/KJ/NYN

Monsieur The Minister of Work
and Social Affairs
P.O. Box 403 KIGALI

N/ref. No:
V/ref. No:
Annex:
Objet : **Transmission List N.G.O. Irregular
Social Contributions.**

Monsieur The Minister.

I have the honor to inform you under your high competence that certain employers specially (N.G.O) on the list attached have failed categorically to prepare the salary declaration model VI and deposit contribution corresponding to 3rd and 4th term 1994, under the pretext that they paid the staff without deducting social contributions.

Article 14, paragraph 3 of the law purviews that the employer is a debtor against the social total contribution and responsible of his/her deposit including the share in charge of workers which is previous deducted on the remuneration. Paragraph 5 of same article specifies that the employer can not recover the amount on account of the policy-holder, of levy which has been deducted during the salary payment.

Considering the employers administration control about the statutory provision of law dated 22nd Aug., 1974 regarding the organization of social security, the General Director of work social insurance and his representatives duly commissioned for that purpose, remarking that certain N.G.O. are ready to close their mission in our country. I would request you to allow concerning services in the shortest time to respect the statutory provision as regards advice of social contributions.

29/37

TRANSLATION

We thank you, Monsieur the Minister for your expression and the consideration

Copy for information

Monsieur the Minister of the Rehabilitation
and the social Integration
KIGALI

The Director of the Social
Security of Rwanda.

Dr. Pius Ndayambaje.

Monsieur the Inspector of Work
KIGALI

Monsieur Liaison officer for Social Security
KIGALI

30/37

DENOMINATIONTRIMESTER NON DECLARES

1. Triangle Generation on Humanitarian	3rd Trimester, 1994
2. Amanda Marca Universal Relief Team	3rd Trimester, 1994
3. Care Australia	3rd and 4th Trimester, 1994
4. Austrian Relief Program	3rd and 4th Trimester, 1994
5. International medical Corps	3rd and 4th Trimester, 1994
6. Action North-South	3rd and 4th Trimester, 1994
7. Cuamn	3rd and 4th Trimester, 1994
8. Medicines Sans Frontiers (Switzerland)	3rd and 4th Trimester, 1994
9. Medicines Sans Frontiers (Holland)	3rd and 4th Trimester, 1994
10. Concern Worldwide	3rd and 4th Trimester, 1994
11. Medicines Sans Frontiers (Spain)	3rd and 4th Trimester, 1994
12. Aide and Action	3rd and 4th Trimester, 1994
13. Memisa	3rd and 4th Trimester, 1994
14. C C I R	3rd and 4th Trimester, 94 and 1st Trimester, 95
15. Brown and Root	3rd and 4th Trimester, 94 and 1st Trimester, 95
16. A P I D E R B U	3rd and 4th Trimester, 1994
17. Assistance for action Humanitarian	3rd and 4th Trimester, 1994
18. Africare	3rd and 4th Trimester, 1994 1st Trimester, 95
19. Merlin	3rd and 4th Trimester, 1994 and 1st Trimester, 95



BROWN & ROOT SERVICES

Kigali, Rwanda
Tel. 85750

1974

Monday, 29 May 1995

Mr. Gilles Brière
Responsible Officer
UNAMIR/CMC, Kigali, Rwanda

Subject: Contract No. PTS/CON/146/94; Social Insurance Institute (SII)

Dear Mr. Brière:

This is a follow-up to my letter c/o of the Acting Chief of UNAMIR/CMC on 9 May 1995.

As previously advised and agreed with UNAMIR Representatives, Brown & Root formally registered with SII. Attached is a copy of the executed registration form with an assigned employer ID Number of 31007890 00000 P.

Following registration, we received a letter of 6 May from Director of the Social Security Institute, Dr. Pius Ndayambaje, requesting Brown & Root to further inform the SII of the complete identify of all workers in the format of a "Hire Affiliation Declaration Record", attached. This declaration form is in four parts and requires very detailed information on all 1,488 currently employed workers. A copy of the declaration form and the recurring accounting and payments report (by worker) are attached for your files.

In reply to this latest SII letter request, this office responded that compliance would be conditioned upon direction from UNAMIR under the auspices of our contract with the United Nations. A copy of our letter of response, dated 19 May 1995, is attached for your information and action as appropriate. Enclosed with our letter was a complete listing of all contract employees; a copy is also attached for your files.

Naturally, we are very concerned about our inability to comply with the requirements of the Social Insurance Institute. We believe in order to comply will be dependent upon an office staff within the Project Management Office and dedicated to the handling of local national financial and social security accounting and payments. Further, we believe the same will have to be negotiated and incorporated into our requirement by Contract Amendment.

In closing and in the meantime, we are unable to further comply with the requirements of the Social Insurance Institute as articulated within Dr. Ndayambaje's recent letter.

Sincerely,


Gerald W. Hillman
Contract Administrator

6 Atchs
a/s

cc: B&R, Houston
PCM, Kigali
OPS, Kigali

32/37



BROWN & ROOT SERVICES

Kigali, Rwanda
Tcl. 85750

Tuesday, 9 May 1995

Mr. Hank Hamalainen
Acting Chief, Contract Management Cell
UNAMIR, Kigali, Rwanda

Subject: Contract No. PTS/CON/146/94; Local National Social Benefits

References: a. LOGREP/CMC Fax #043 dated 20 April 1995 from Mr. Golo, OIC Admin, to Mr. Medili, Dir FALD/DPKO/UNHQ NY
b. Joint Meeting with UNAMIR/ACMC and Government Representatives (Messrs Ellis Ruhumurize, Joseph Kanamugire & Kagwire Auxile) of the Rwandan Social Insurance Institute on 4 May 1995


Dear Mr. Hamalainen:

Consistent with the above joint meeting, it was agreed that Brown & Root would comply with the registration requirements of the employer. Accordingly, the required Employer's Registration Form was presented to the Social Insurance Institute (SII) on 5 May 1995.

Within the same meeting, it was agreed that Brown & Root should provide the Social Insurance Institute with a listing of current local national employees by name, work location, and salary, pending a determination from HQ United Nations, New York, to authorize the payment by Brown & Root of 5% of salaries as the employer's contribution to the Social Insurance Fund. Further, SII Representatives agreed that registration of individual employees be delayed pending response from UN NY. However, on the assumption that a favorable response will be received, SII Representatives agreed that registration of individual employees may be accomplished by Brown & Root creating a database form in the same format as the individual manual form, copy attached.

Sincerely,

1 Atch
a/s


Gerald W. Hillman
Contract Administrator

cc: PGM
Fin

33/37

ISANDUKU Y'UBWITEGANYILIZE BW'ABAKOZI
B'U RWANDA B.P. 250 KIGALI

ICYEMEZO CY'UBUPATANE BW'UMUKORESHA

N°

31007890 00000 P

Mod. 1

1. Indanga muntu y'umukoresha :
Izina ry'amavuko : BOWN AND ROOT SERVICE COOPERATION
Izina ry'idini :
2. Aho atuye : KACYIRU
Komini : KACYIRU
Prefegitura : PREFEGITURA Y'UMUGI WA KIGALI (PVK)
3. Izina rya Sosiyete : MANAGEMENT & LOGISTICAL SERVICES FOR THE UNITED NATIONS
4. Aho Sosiyete cyangwa umukoresha akorera (umurenge, Komini, Santre y'ubucuruzi, umujyi) : ... HOUSTON, TEXAS.
5. Aho umukoresha ashaka kubonera amabaruwa : ... P.O. BOX 67009, IBARABARA YA GENDARMERIE KIGALI.
Ibarabara cyangwa B.P. N° :
Umusozi (cyangwa umujyi) : KACYIRU / KIGALI
6. Italiki Sosiyete cyangwa umukoresha yatangiye gukoresha : ... 26/07/1994
Umubare w'abakozi atangije mu gihe cy'ubupatane : Hafi 50.
7. icyo Sosiyete cyangwa umukoresha bagamije gukoresha : LABOR MAINTENANCE & SERVICES FOR UNAMIR
8. N° y'igitabo cy'ubucuruzi :
9. Italiki iki cyemezo cyuzulijweho : ... 5/5/1995 Umukono w'umukoresha : *James W. Owens*

Iki cyemezo cyuzuzwa n'umukoresha

James W. Owens
Icipande B : kibikwa n'umukoresha

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Identité de l'Employeur:
 Nom: BOWN AND ROOT SERVICE COOPERATION
 Prénom:
 Domicile: KACYIRU
 Commune: KACYIRU
 Préfecture: PREFECTURE DE LA VILLE DE KIGALI (PVK)
 Raison Sociale de l'entreprise: .. MANAGEMENT & LOGISTICAL SERVICES FOR THE UNITED NATIONS
 Dénomination du siège pour lequel, dans cette Préfecture, la déclaration est établie. (Le siège doit être mentionné lorsque l'employeur désire établir des relevés de cotisation distincts pour plusieurs sièges d'exploitations situés dans la préfecture indiquée ci-dessus):
 Adresse à laquelle l'employeur désire recevoir la correspondance: .. HOUSTON, TEXAS
 Avenue, rue ou boîte postale: .. P.O. BOX 67009, Route Gendarmerie, KIGALI, RWANDA
 Localité: KACYIRU
 Date d'embauchage du premier travailleur: 26th JULY 1994
 Effectif du personnel au moment de la déclaration: ... APPROXIMATELY 50
 Genre d'activité de l'entreprise ou de l'employeur: ... LABOR, MAINTENANCE & SERVICES FOR UNAMIR ..
 Nu. du registre de commerce:
 Date de la déclaration: ... 5th MAI 1995 Signature de l'employeur: *James W. Owens*
 Volet A : à transmettre à la C.S.R.

Déclaration à remplir par l'employeur

N°

ANDUKU Y'UBWITEGANYIIZE BW'ABAKOZI

U RWANDA B.P. 250 KIGALI

ICYEMEZO CY'UBUPATANE BW'UMUKORESHA

Mod. I

Indanga muntu y'umukoresha:
 Izina ry'amavuko: BOWN AND ROOT SERVICE COOPERATION
 Izina ry'idini:
 Aho atuye: KACYIRU
 Komini: KACYIRU
 Préfecture: PREFECTURE DE LA VILLE DE KIGALI (PVK)
 Izina rya Sosiyete: MANAGEMENT & LOGISTICAL SERVICES FOR THE UNITED NATIONS
 Aho Sosiyete cyangwa umukoresha akorera (umurenge, Komini, Sautre y'ubucuruzi, umujyi): .. HOUSTON, TEXAS
 Aho umukoresha ashaka kubonera amahuruwa: ... P.O. BOX 67009, IBARABARA YA GENDARMERIE KIGALI
 Ibarabara cyangwa B.P. N°:
 Umusozo (cyangwa umujyi): KACYIRU / KIGALI
 Itariki Sosiyete cyangwa umukoresha yatangiye gukoresha: ... 26/07/1994
 Umubare w'abakozi atangije mu gihe cy'ubupatane: Hafi 50
 icyo Sosiyete cyangwa umukoresha bagamije gukoresha: ... LABOR, MAINTENANCE & SERVICES FOR UNAMIR
 N° y'igitabo cy'ubucuruzi:
 Itariki iki cyemezo cyuzulijweho ... 5/5/1995 Umukono w'umukoresha: *James W. Owens*
 Igipande B : kibikwa n'umukoresha

icyemezo cyuzuzwa n'umukoresha

35/37

REPUBLIC OF RWANDA

Kigali, The 6 May 1995
No. 4.23/ 740 / K.AU/NYN

Social Security of Rwanda
PO. Box 250 Kigali

**BROWN AND ROOT
KIGALI**

N/ Ref. No :
V/ Rrf. No :

Annex :

Object : Obligations of the Employer

Sir (s),

I have the honor to inform you of Social Security laws in Rwanda, the employer must conform to Presidential law, No 671/06 dated 21 December 1987. The employer must inform this office of the identity of all its workers in the format of a "Hired Affiliation Declaration Record". In support of this the Social Security of Rwanda will provide your workers with Certificates of affiliation.

Moreover, the employer is obligated to make Social Security contributions on behalf of its employees three times a year. At the same time a statement will be made of salaries paid.

When you are registered at Social Security of Rwanda, you are requested to complete a "Declaration of Affiliations". You will also be required to deposit Social Security contributions for all your employees since the start of your operations in Rwandan Territory.

We thank you Sir (s), for your consideration.

Copy For information:

Minister of Work and Social Affairs,
Kigali.

Liaison Officer For Social
Security of Rwanda
PO. Box 2596 Kigali.

The Director Of the Social Security
of Rwanda
Dr. Pius Ndayambaje

36/37



Caisse Sociale du Rwanda
B. P. 250 KIGALI

Kigali, le 06 MAI 1995

No 4.23/ 740 /K.AU/NYN

A "BROWN & ROOT"
KIGALI.-

N/Ref. N° :

V/Ref. N° :

Annexe :

Objet : OBLIGATIONS DE
L'EMPLOYEUR

MESSIEURS,

J'AI L'HONNEUR DE PORTER À VOTRE CONNAISSANCE QU'À PART L'IMMATRICULATION À LA CAISSE SOCIALE DU RWANDA, L'EMPLOYEUR DOIT AUSSI, CONFORMÉMENT À L'ARRÊTÉ PRÉSIDENTIEL N° 671/06 DU 21 DÉCEMBRE 1987, INFORMER CETTE INSTITUTION SUR L'IDENTIFICATION DE TOUTS LES TRAVAILLEURS SUR UN FORMULAIRE APPROPRIÉ DIT "AVIS D'EMBAUCHAGE OU DÉCLARATION D'AFFILIATION". À L'AIDE DE CE DERNIER, LA CAISSE SOCIALE DU RWANDA ATTRIBUE AU TRAVAILLEUR LE CERTIFICAT D'AFFILIATION.

EN OUTRE, L'EMPLOYEUR A OBLIGATION DE VERSER TRIMESTRIELLEMENT À CETTE INSTITUTION LES COTISATIONS SOCIALES EN FAVEUR DE TOUTS LES TRAVAILLEURS À SON SERVICE; EN MÊME TEMPS, IL ÉTABLIT UN RELEVÉ NOMINATIF DES SALAIRES PAYÉS.

ÉTANT IMMATRICULÉ À LA CAISSE SOCIALE DU RWANDA, VOUS ÊTES TENU DE REMPLIR LES FORMULAIRES "DÉCLARATIONS D'AFFILIATION" ET DE VERSER LES COTISATIONS SOCIALES POUR VOS TRAVAILLEURS ET CELA DEPUIS LE DÉBUT DE VOS ACTIVITÉS SUR LE TERRITOIRE RWANDAIS.

VEUILLEZ AGRÉER, MESSIEURS, L'ASSURANCE DE MA
CONSIDÉRATION DISTINGUÉE.

C. à :

- MONSIEUR LE MINISTRE DU TRAVAIL
ET DES AFFAIRES SOCIALES
KIGALI.-
- MONSIEUR L'AGENT DE LIAISON DE
LA CAISSE SOCIALE DU RWANDA
B.P. 2596 KIGALI.-

