

UNAMIR

JOINT PRESIDENTIAL COMMISSION
ON UNAMIR'S MANDATE

24 APR - 6 MAY 1995

PLEASE RETAIN
ORIGINAL ORDER

[1 CONFIDENTIAL]

EL/WG APR 2009

UN ARCHIVES

SERIES S-1063

BOX 21

FILE 7

ACC. 1998/0278

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA



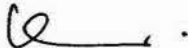
NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

NOTE

6 May 1995

TO: Mr. Condé/Ms. Scott

FROM: Isel Rivero 

The SRSG would like you to look into the technical and personnel capability for interpretation during the Commission of Inquiry's meetings.

The best bet would be to contact Mr. Goransson in Nairobi and explore the availability of French/English interpreters and the equipment required. The SRSG is under the impression that the Dutch government will be providing financing for this. Given that the Commission of Inquiry is to meet on Monday, the earlier the better.

* * * * *

	<u>Problem</u>	<u>Status of issue</u>	<u>Solution</u>
1.	<u>SECURITY:</u> Confiscation of Diesel Trucks belonging to Bulk Oil Tanzania (UN Contractor) on the ground that benefits are going to former RGF supported.	2 heavy duty vehicles carrying diesel for UNAMIR have been confiscated by RPA. Their drivers were arrested for 4 days. UNAMIR has provided documentation that our contract is with a Tanzanian Company whose records and documents can be checked personally by Rwandese officials in Dar-es-Salaam. The arbitrary impounding of the vehicles is a serious breach of UN privilege, creating a shortage with regard to fuel supply.	The vehicles may kindly be released. Any doubts about association of former RGF may be cleared up through checking. If Government still has reservations, we may be informed in writing to enable adjustments to be made in accordance with legal obligations. The government of Tanzania may also be informed to help clarify the situation.
2.	Communications facilities		This issue has been discussed and a sub-committee appointed to resolve the matter.
3.	<u>FREEDOM OF MOVEMENT:</u> Helicopter control constraints.	Security at KIA requested that all helicopter flights within Rwanda be subjected to prior clearance.	A Note Verbale to this effect stating adverse consequences on UNAMIR's operations, has been sent to Foreign Affairs with copy to Ministry of Defence.
4.	<u>ACCOMMODATION:</u> Residential Accommodation for UN.	In order to release accommodation in Kigali and to stop the spiral of high rents, UNAMIR would like to build a temporary pre-fabricated village near the Amohoro stadium. Allocation of a suitable site would be appreciated.	The following sites have been suggested. Government's approval is requested: a) Space between Amahoro Hotel and the Stadium. b) Space between the Stadium and UNAMIR Transit camp. c) The ex-printing space west of UNAMIR Headquarters.

5.	<p><u>ACCOMMODATION:</u> Premises occupied by UNAMIR. AUSMED and INDBATT presence at the Military Academy</p> <p>Rwandese govt wishes to recover the buildings for their own use. Sometimes short period ultimatums are given. Specifically the following have been given notice:</p> <ul style="list-style-type: none"> a) AUSMED - occupying b) TUNBATT c) INDIABATT 	<p>Despite an agreement giving UNAMIR permission to use the facility until the end of August 1995, in exchange for UNAMIR repairing the facilities, the government has asked that INDBATT personnel move therefrom. In addition, The government gave AUSMED 15 days to vacate the premises.</p> <p>UNAMIR fully appreciates that government wishes to utilise buildings such as schools, colleges, institutions occupied by UNAMIR. Some of these buildings have been occupied on the basis of formal agreements. The buildings will be released as early as possible. However according to SOMA - alternative buildings/sites may be provided.</p>	<p>UNAMIR administration has negotiated for new premises for INDBATT. However the news of the impending Australian eviction has taken us by surprise.</p> <p>Adequate notice may be given and alternative buildings/sites may be indicated. As regards 1(a) despite an agreement giving us permission to use the facility until the end of August, INDBATT have moved. It is requested that AUSMED may be allowed to continue for the present.</p>
6.	URUGWIRO Village	<p>UNAMIR and ORTPN signed a formal agreement for occupation of the residential portion of the village. This agreement has been "cancelled". We would be grateful to know if the residential portion has also been cancelled.</p>	<p>If the agreement has been cancelled by the government, we would be grateful to be given a suitable following open sites where UNAMIR could build its temporary pre-fabricated village:</p>
7.	Payment of rent for facilities occupied by UNAMIR to the government of Rwanda	<p>The government has demanded payment for all residences that it states are owned by PNGs. In order that rent due for accommodation is paid to account other than the owner, it is necessary for government to pass a formal order along with liability waiver for future claims.</p>	<p>If the government provides us with a declaration of ownership along with a liability waiver for any future claims by other owners, UNAMIR could pay a reasonable rent to the government, upon advice from UNNY.</p>

8.	Arrest of local employees working with UN.	The right of the government to interrogate and arrest Rwandese employees working with UN agencies is not denied (except when finally engaged in performing UN tasks). However the normal regulations require that the UN Agencies should be given prior notice of action. Also that UN agencies concerned may be given information regarding the reasons for their arrest.	UNAMIR and Agencies request the authorities the right to visit such employees in prisons. Their cases may also be given priority. [This issue has already been discussed].
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UNAMIR - MINUAR

NOTE VERBALE

SRS6/NV/60/95

The United Nations Assistance Mission in Rwanda (UNAMIR) presents its compliments to the Ministry of Foreign Affairs and Cooperation of the Rwandese Republic and has the honour to convey the following:

1. The attached letter from the Airport Security Office, Kanombe International Airport, imposes certain requirements that UNAMIR is asked to fulfil henceforth in respect of all our helicopter flights from Kanombe airport.
2. In this regard, we would like to draw your Government's attention to paragraph 4 of Security Council resolution 965 (1994) of 30 November 1994, and paragraph 12 of the Agreement signed on 5 November 1993 between the United Nations and Rwanda on the status of UNAMIR. Those provisions read as follows:

Security Council Resolution 965 (1994):

"4. [The Security Council] strongly urges the Government of Rwanda to continue its cooperation with UNAMIR in the implementation of its mandate and in particular in ensuring unimpeded access to all areas of Rwanda by UNAMIR forces, personnel of the International Tribunal for Rwanda, and human rights officers".

Status of Mission Agreement:

"12. UNAMIR and its members shall enjoy, together with its vehicles, vessels, aircraft and equipment, freedom of movement throughout the territory. That freedom shall, with respect to large movements of personnel, stores or vehicles through airports or on railways or roads used for general traffic within Rwanda, be co-ordinated with the Government..."

3. UNAMIR has always been and remains ready to co-ordinate with the Government the movements of personnel, stores or vehicles referred to in paragraph 12 of the Status of Mission Agreement. In addition, we are aware that flights of all aircraft are subject to regulations on prohibited and restricted areas under the rubric of the International Civil Aviation Organization (ICAO).

.../

Dr. Anastase Gasana
Minister of Foreign Affairs and Cooperation
Kigali

cc: Ministry of Defence
Kigali

4. Apart from the above, we would like to point out that any other imposition of restrictions on the movements of UNAMIR personnel, vehicles or aircraft, such as those contained in the attached letter from Kanombe Airport Security, infringe upon the freedom of movement of UNAMIR and its personnel as provided for under the resolution and Agreement cited above. May we, therefore, respectfully request your Government to take appropriate action to rectify this situation.

The United Nations Assistance Mission for Rwanda takes this opportunity to renew to the Government of Rwanda the assurances of its highest considerationnnn.



UNAMIR AIR OPERATION
MOVCON OFFICE.
28 Apr 1995.

KANOMBE INTERNATIONAL
AIR PORT.
SECURITY OFFICE.

RE: PERMISSION FOR THE HELICOPTER FLIGHTS.

Sir,

Due to security reasons, the Airport security would like to inform you that with effect from tomorrow all helicopter flights from Kanombe Airport should fulfill the following before the take off.

1. To tell the intention of the flight.
2. To identify people on board.
3. To mention the duration of the flight.
4. To identify people off board.
5. To fill the flight plan.

The above should be done from the navigation office.

Hoping for more cooperate
The Airport security officer
Fred Muziragurara.

Copie for information.

1. G.2 Armee nationale.
2. G.2 Gandarmerie nationale.



Re
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Commission

DRAFT MINUTES

MEETING OF THE JOINT PRESIDENTIAL COMMISSION

1. The second meeting of the Joint Commission to review UNAMIR's mandate was held on Tuesday, 2 May 1995 at 10 am at the Rwandese Foreign Ministry. Representing the Rwandese Delegation were Col. Frank Mugambage, Chef du Cabinet (Leader), Minister of Defence; Jean Damascene Ntakirutirana, Director of Cabinet, Prime Minister's Office; Fuastin Musare, Director of Cabinet, Minister of the Interior; Thareisse Nyanduri, Services of Prime Minister; San Nkusi, Ministry of Transport and Communications (Rwandatel); Felix Bagambiki, Chef de Division, Ministry of Foreign Affairs; Lt. Josephg Noahiro, Liaison Officer to UNAMIR, Ministry of Defence and Telephone Kagaba, Information Officer, Ministry of Foreign Affairs.
2. UNAMIR was represented by Ambassador Shaharyar M. Khan, Special Representative of the Secretary General of the United Nations for Rwanda (Leader); Col. T. S. Sivakumar, Chief of Staff; Samuel Buo, Acting Executive Director; Isel Rivero, Special Assistant to the Special Representative; Ike Minta, Legal Adviser.
3. Col. Mugambage stated that he would be leading the Rwandese Delegation in

the absence of Mr. Gassana, who was out of the country for a week. He also indicated that he had invited Mr. San Nkusi from the Ministry of Transport and Communications in order for him to explain some problems related to communications issues. Following Mr. Nkusi's presentation, Col. Mugambage indicated that he would introduce his government's views on UNAMIR's mandate.

Communications and Telecommunications

4. Mr. Nkusi stated that after the war ended, the Government had developed regulations and guidelines governing the use of communications and telecommunications equipment in Rwanda. These were now approved and it was expected that international and national organizations operating in Rwanda should follow them. The Government did not intend to restrict the use of equipment or of frequencies but wanted to organize them in a proper framework. This was in keeping with international practice.

5. UNAMIR alone was using over 100 frequencies. Agencies and NGOs also had their own frequencies. Last week the Government had completed its survey and called a meeting of all frequency users in order to explain the Government's position. Unfortunately when this subject was brought up, it was taken as "UNAMIR bashing". A similar situation arose when the Government asked UNAMIR to vacate certain areas or to allow access by the Government officials to inspect sites where UNAMIR had installations.

6. On a positive note, he wished to inform the meeting that the Government had released the communications equipment which had been held up at the airport. The delay in the release had been due to the fact that the

Government had not completed its survey.

7. Mr. Nkusi added that in its VHF and national communications, UNAMIR intended to introduce a system which by-passed Rwanda's national facilities. It was also five times more expensive. He asked if this policy was justified.

8. The Special Representative took note of Mr. Nkusi's observations and made the following comments:

(a) UNAMIR understood Rwanda's efforts to bring order in a chaotic situation after the war. It was Rwanda's sovereign right to regulate the frequencies in accordance with the priorities. UNAMIR would conform to these general principles.

(b) However, in the absence of any regulations, UNAMIR had been working on frequencies that it was ^{not} required to change. While UNAMIR would make the necessary technical adjustment, the Special Representative expressed the hope that Rwandatel would help UNAMIR in making minimum changes to avoid dislocation and sufficient time to make the adjustments.

(c) UNAMIR had certain rights under the Status of Mission Agreement which needed to be respected. For instance, access to its telecommunications sites would not be denied but priority notice was required to be given. The remaining issues raised by Mr. Nkusi would be discussed further and it was agreed that a technical subcommittee on communications should be appointed to resolve the issues.

9. As regards difficulties with United Nations Agencies, the Special Representative stated that he would advise to cooperate with Rwandatel.

Mandate

11. Col. Mugambage stated that on June 9th, UNAMIR's mandate would be completed. The Rwandese Government considered that in view of the changed context from the time the mandate was initially conceived, the Joint Commission should address itself to two issues:

- (a) The practical steps to facilitate the withdrawal of UNAMIR
- (b) The identification of elements of the mission which would require extension.

12. Elaborating, Col. Mugambage stated that in the political context of Rwanda today, UNAMIR's role was irrelevant. UNAMIR I had been deployed to supervise the implementation of the Arusha Accords which were, at best, dormant. UNAMIR II was mandated to provide security but this role was increasingly the responsibility of the national government. Today the Rwandese Government had sovereignty over its territory, an administrative structure and its own security organs. These institutions could take over the responsibilities that UNAMIR II was tasked to implement. He added that it was

difficult for the Government to justify the need for a large UNAMIR force carrying out duties parallel with national security forces. The continuation of the presence of these forces would cause conflict, and while the country was facing an arms embargo a large UNAMIR force compromised national sovereignty.

13. Secondly, the size of UNAMIR's military component provided false confidence to those who resisted the mainstream of change. Kibeho was a blatant example of how people had collected arms and were intent on perpetuating the elements of Operation Turquoise.

14¹. A large UNAMIR contingent also created socio-economic problems. All UNAMIR personnel claimed diplomatic immunity, occupied prime housing and competed with the population for facilities. This created friction.

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delete
"prime"

15. Col. Mugambage referred to the assistance element of UNAMIR's mission. He asked how precisely UNAMIR assisted Rwanda. According to his information UNAMIR was spending US\$1.2 millions per day. Did Rwanda gain anything from this expenditure? It was true that UNAMIR had repaired bridges and performed some de-mining but considering the totality of United Nations expenditure, there was scarcely any tangible results to show for its presence. Col. Mugambage concluded that at the next meeting he would give the Government's views in a written paper.

16. The Special Representative thanked Col. Mugambage for his remarks and welcomed the fact that the discussion on the mandate had started. His comments would be conveyed to New York for a response. The Special

Representative looked forward to Rwanda's written paper.

17. The Special Representative stated that he wished to clarify a matter that had been raised by the President and Vice President with the Special Envoy of the Secretary General, Mr. Aldo Ajello during his recent visit. The Permanent Representative of Rwanda at the United Nations, New York, had reported a purported conversation with officials at New York Headquarters in which it had been stated that the United Nations would impose UNAMIR's presence in Rwanda regardless of the government's wishes. The Special Representative wished to place on record that this information was incorrect. As stated by Messrs. Ajello and Annabi, UNAMIR was in Rwanda under Chapter VI of the United Nations Charter, which meant that UNAMIR was present at the request of the Government. This also meant that the United Nations would respect the views of the government bearing in mind Security Council considerations. There was no desire to impose any formula on the Rwandese Government.

18. A second point which the Special Representative wished to make was that the United Nations had no political agenda in Rwanda. UNAMIR was present only to assist the Government and people of Rwanda.

19. Commenting on the assistance provided by UNAMIR to Rwanda, the Special Representative stated that the evaluation of UNAMIR's contribution to the country could not be measured in tangible terms of dollars and cents. The provision of security or the creation of conditions leading up to a stability and reconciliation were not quantifiable in terms of money. The Special Representative also remarked that while it was true that sometimes the large presence of international personnel might lead to social and economic

friction, it was also true that benefits accrued from ~~the~~ presence. ✓

Bilateral Matters

20. The Special Representative then referred to the arrest of Rwandese nationals who work for United Nations agencies. He provided a list to Col. Mugambage with the suggestion that these 17 cases be looked into on the basis of priority. He also requested that in the future, the United Nations agencies be given prior notice before arrest of local employees.

21. Col. Mugambage indicated that the Special Representative's request would be examined carefully bearing in mind the normal screening process of the Judiciary.

The meeting rose at 11:45.

Pl. have these
minutes finalized.

DRAFT MINUTES

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For your consideration.

1/11/95

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MEETING OF THE JOINT ~~PRESIDENTIAL~~ COMMISSION

UNAMIR

ON MANDATE

1. The second meeting of the ^{joint} ~~Presidential~~ Commission to review UNAMIR's mandate was held on Tuesday 2 May 1995 at ^{10 am} ~~ten o'clock~~ at the Rwandese Foreign Ministry. Representing the Rwandese Delegation were Col. Frank Mugambage, ^(Chair) Chef du Cabinet, Minister of Defence; Jean Damascene Ntakirutirana, Director of Cabinet, Prime Minister's Office; Faustin Musare, Director of Cabinet, Minister of the Interior; Thareisse Nyanduri, Services of Prime Minister; Sam Nkusi, Ministry of Transport and Rwandatel; Felix Bagambiki, Chef de Division, Ministry of Foreign Affairs; Lt. Joseph Noahiro, Liaison Officer to UNAMIR, Ministry of Defence and Telephore Kagaba, Information Officer, Ministry of Foreign Affairs.

2. UNAMIR was represented by Ambassador Mr. Shaharyar ^{M. (Chair)} Khan, Special Representative of the Secretary General of the United Nations for Rwanda; Col. ^{Sivakumar} ~~Kumar~~, Chief of Staff; Mr. S.Buo, Acting Executive Director; Ms. Ise Rivero, Special Assistant to the Special Representative; Mr. I. Minta, Legal Adviser.

TS SIVAKUMAR

3. Col. Mugambage ^{stated that he would be leaving the Rw. del. in the absence of Mr. San Nkusi} ~~excused~~ the Chef du Cabinet of the President who ^{was} ~~would be~~ away during the week. ^{only if the country for a} ~~If there was not objection he would be chairing the~~ meetings in his absence. He also indicated that he had invited Mr. San Nkusi

from the Ministry of Transport and Communications in order for him to explain some problems that his Ministry was experiencing ^{related to communications issues} vis-à-vis UNAMIR. Following ^{Mr. Nkusi's} his presentation, Col. Mugambage indicated that he would ~~(then)~~ introduce his Government's views on UNAMIR's mandate.

4. Ambassador Khan agreed with the proposal and Col. Mugambage invited Mr. Nkusi to introduce his item.

~~Bilateral Matters~~

Communications and Telecommunications

5. Mr. Nkusi ^{stated that after} referred to the situation ~~present~~ in the country once the war had ended. The Government for obvious reasons had ~~(slowly)~~ developed regulations and guidelines governing the use of communications and telecommunications equipment in Rwanda. These were now approved and it was expected that ~~(all)~~ ^{should} international and national organizations operating in Rwanda would follow them. The Government did not intend to restrict the use of equipment or ~~of~~ ^{of} frequencies but ~~wished that it be done~~ ^{wanted to organize them} in the proper framework. ~~This was in keeping with international~~ ^{practice}.

6. UNAMIR ^{alone} ~~Mr. Nkusi continued~~ was using over 100 frequencies. ^{Agencies and NGOs also had their own frequencies} Last week the Government completed ^{its} the survey and definition of what frequencies would ^{be used in order to explain Govt's position} be used by the Government itself and by others. Unfortunately when this subject ^{was} had been brought up, it was taken as 'UNAMIR bashing'. He wished to assure everyone that that was not the Government's intentions. A similar situation arose when the Government asked UNAMIR to vacate ^{certain} some areas or, ~~(as~~ ^{by} in other cases), to allow access ^{by} to the Government ^{to inspect} some sites where UNAMIR had installations.

7. On a positive note, he wished to inform the meeting that the Government had released the communications equipment which had been held ^{up} at the airport. The delay in the release had been due to the fact that the Government had not completed its survey, as indicated above. ^{para 8-10 see yellow page handwritten note}

He said
were from
him. He talked
of VHF
transmitters
and VLF
systems

8. Another point which he wished to make related to UNAMIR's use of parallel communications facilities instead of using RWANDATEL national facilities. The bypassing of the national communications system was questionable.

9. The SRSB took note of Mr. Nkuzi's observations and indicated that he would ^{suggest} prefer if this matter ^{that the issue be} was taken up by a ^{sub-committee} working group composed of technical and political officers to solve ^{re the} whatever problems have been identified by both

sides. Speaking ~~more~~ generally Ambassador Khan first reaffirmed that UNAMIR would conform to regulations drawn up by the Rwandese Government. This was a fundamental point which UNAMIR accepted. Secondly, he ~~also understood that~~ during the period after the war a number of international organizations had taken de facto action ^{to} in the installation of their equipment ^{in the} but this was due ^{absence of established order} to the earnestness of initiating their respective activities. He also

recognized that UNAMIR as the largest organization working in Rwanda was the larger user of frequencies. In this respect he understood UNAMIR's request that the Government examine favourably an adjustment of those frequencies that would not entail a major overhaul of present established conditions.

10. Regarding access to UNAMIR's installations, he pointed out that all international organizations operating overseas are bound by certain international agreements concerning territoriality. In this regard, he foresaw no difficulty in establishing a modus operandi whereby Rwandese authorities would indicate in advance their wish to examine UNAMIR installations. That would allow the proper channels to be alerted beforehand. However, this point could also be taken up by the working group.

8. Mr Nkasi, after that ~~was~~ in the VHF and national communications, UNATIR wanted to introduce a system which by-passed Rwanda's national facilities. It was also for times more expensive. He ~~asked~~ ^{asked} if this policy was justified.

9. SRSB took note of Mr Nkasi's ~~comment~~ observations and made the following comments:

① UNATIR understood Rwanda's efforts to bring order in a chaotic situation after the war. It was Rwanda's sovereign right to regulate the frequencies in accordance with its priorities. UNATIR would conform to these general principles.

② However, in the absence of any regulations, UNATIR had been working on frequencies etc. that were not required to change. While we could make the ^{necessary} technical adjustment, SRSB expressed the hope that RUMATEL would help UNATIR in making minimum changes to avoid distraction and sufficient time to make the adjustments.

③ ~~UNATIR~~ ~~would~~ ~~also~~ ~~be~~ ~~glad~~ ~~to~~ ~~discuss~~ the issues raised by Mr Nkasi but

③ UNATIR had certain rights under SORA which needed to be respected. Immediate access to our telecom sites would not be denied but it was ~~necessary~~ ^{necessary} to seek priority which was required to be given. The remaining issues raised by Mr Nkasi would be discussed and it was agreed that a technical sub-committee on communications should be appointed to resolve the issues.

~~10~~ 10 As regards ^{UN} difficulties with agencies, SRSB stated that he would advise them to cooperate in ~~bringing order~~ ^{bringing order} cooperation with RUMATEL.

Mandate.

11. Col Mugambage stated that on June 9th, UNAMIR's mandate would be completed. The Rwandan govt considered that in view of the changed context from the time the mandate was initially conceived, the joint commission should address itself to the issues:

- a) The practical ways to facilitate the withdrawal of UNAMIR
- b) To identify the elements of the mission which would require extension.

in today's political context of Rwanda's UNAMIR's mandate was irrelevant.

12. Stating, Col II stated that UNAMIR I had been deployed to supervise the implementation of the Arusha Accords which were, at best, dormant. UNAMIR II was mandated to provide security but this role was increasingly the responsibility of the national govt. Today the Rwandan govt has sovereignly over its territory, an administrative structure and its own security organs. These institutions can take take on the responsibilities that UNAMIR II was tasked to implement. He added that it was difficult for govt to justify the need for a large UNAMIR force carrying out duties parallel to its own, with national security forces. The continuation of these forces would cause conflict and in coming with an arms embargo, a large UNAMIR force compromised national sovereignty.

13. Secondly the size of UNAMIR's armed component ~~size~~ the size of UNAMIR's military (contingent) component provided false confidence to those who resisted the mainstream of change. Kitchi was a blatant example of how people had collected arms and were intent on perpetrating the elements of Operation Turquoise.

11. Mr. Nkuzi then pointed out that some NGOs were creating unnecessary problems regarding the utilization of communications equipment. Ambassador Khan indicated that he would mention this problem at his weekly meeting with United Nations agencies and NGOs.

Mandate

12. Col. Mugambage pointed out that the current mandate of UNAMIR ended on 9th June. This meant that the mandate was over. The Government believed that in view of current practical realities the Joint Commission could then address two issues: one, to look for practical ways to facilitate the withdrawal of UNAMIR and two, to identify certain elements of the mission which would require an extension.

13. He stated that the initial role of UNAMIR was now in the new Rwandese political context irrelevant. UNAMIR I was deployed to supervise the implementation of Arusha Accords. The role of UNAMIR II was to provide security, a role which was now increasingly played by the national security organs. Today, he said, there is a government that has sovereignty over its territory, a government with an administrative structure and security organs, the latter of which should take now its responsibility to accomplish what UNAMIR was tasked to do. Col. Mugambage added that the Government found it very difficult to justify the need for a big UNAMIR force which was carrying out duties in parallel with the national security forces. This he added would only lead to conflict. In a country like Rwanda, Col. Mugambage continued, which had an arms embargo, a "big" international force ^{was} compromising national sovereignty.

14. The size of UNAMIR's military component was providing false confidence to some people who did not want to participate in the mainstream of change. In

this regards/ the Kibeho incident was a blatant example of how some people had been accumulating arms. It was relevant to point out that the period of Operation Turquoise had transcended till today.

15. The above also had implications of socio-economic nature. UNAMIR was a large force all of which was claiming diplomatic immunity. There was a problem of competition with the population for the use of housing and other facilities.

16. UNAMIR was also a mission of assistance to Rwanda. This aspect had to be looked at closely. How had UNAMIR effectively assisted Rwanda? According to his sources the Force was spending up to 1.2 million of dollars per day. What has been the real result? Did the Rwandese get anything to show for such an expenditure. True, Col. Mugambage continued, UNAMIR had built some bridges and done some demining, but if the total amount of expenditure was looked at closely, there was nothing to show for it. The Colonel finalized by stating that the Government intended to have for the next meeting some of their views in writing in order to be further guided in the discussions.

17. Ambassador Khan welcomed the remarks made since they made clear the Government's general intention. He indicated that he would convey all of these thoughts to Headquarters, New York, where a task force had also been created to discuss the future of UNAMIR. These views would most likely be also shared informally with members of the Security Council. By the next meeting, Ambassador Khan indicated, he hoped to be able to respond in order to have a meaningful exchange and find a common agreement.

A 18. Ambassador Khan ~~then~~ stated that he wished to ~~make some personal comments.~~
~~Firstly, it was very important to~~ clarify a matter that had been raised by the

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President and Vice President with the Special Envoy of the Secretary General, Mr. Aldo Ajello. The Permanent Representative of Rwanda had reported a ^{purported} conversation with officials at New York Headquarters ^{in which} where it had been stated that the United Nations would ^{impose its presence} not accept a closure of UNAMIR ^{presence in Rwanda reg-Verd} should the Government ^{to} ~~so~~ decide. ^{SRSF tried to prove on record that this information was incorrect.} This was incorrect. As ^{stated} remarked by Mr. Ajello and Mr. Annabi, UNAMIR was in Rwanda under Chapter VI of the United Nations Charter, which meant that UNAMIR was present at the request of the Government. This also meant that the United Nations would respect the views of the Government bearing in mind Security Council considerations. There was no desire to impose any formula on the Rwandese Government.

18. A second point which Ambassador Khan wished to make was that the United Nations had no political agenda in Rwanda. UNAMIR was present ^{only} in an effort to assist the Government and the people of Rwanda. ~~and in trying to achieve this objective~~ UNAMIR wanted to share how better to achieve it.

20. ~~Ambassador Khan agreed that there was need to examine the future role of UNAMIR and specifically the role of the military component. Firstly UNAMIR had been mandated to oversee the implementation of the Arusha Accords and secondly to provide security during a period of conflict and war. UNAMIR was as large as Member States wished it to be. The evaluation of what UNAMIR had brought to the country could not always be measured in tangible terms. The provision of certain stability or the creation of conditions leading up to a certain stability were not quantifiable. Ambassador Khan also remarked that while it was true that sometimes the large presence of international personnel might lead to social and economic tension, it was also true that benefits accrued from that presence.~~

^{Commenting on the assistance provided by UNAMIR to Rwanda, SRSF stated that contribution to security could not be measured in tangible terms. The provision of security or the creation of conditions leading up to a certain stability were not quantifiable. Ambassador Khan also remarked that while it was true that sometimes the large presence of international personnel might lead to social and economic tension, it was also true that benefits accrued from that presence.}

218. He then referred to the pledges obtained at the Round Table in Geneva last January where 600 million dollars had been promised. There were delays

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in disbursing these funds but it was not due to a lack of will, it was the process that took longer. In addition, the disbursements were also linked with the ability to absorb the funding as well as to prevailing political stability. He further noted that it was painful that some elements had reacted against UNAMIR since the responsible leadership was aware that UNAMIR had bent over backwards to bring forth those aspirations which had been at the center of the Government's policy.

19. Ambassador Khan concluded by saying that he hoped by next meeting he would be able to provide a response. He also requested that it would be helpful if the Government provided a list of tasks which it wished UNAMIR to perform.

20. Col. Mugambage replied that all aspects had to be placed in the context of a changed reality with the view of balancing a number of components on the nature and the role of the mission.

Bilateral
Other matters

21. Ambassador Khan then referred to the arrest of Rwandese nationals who work for United Nations agencies and programmes. He provided a list to Col. Mugambage with the suggestion that these 17 cases be looked ^{into on the basis of} at with priority, ~~not to be released or pardoned~~, but that their legal process be expedited. Secondly, ^{requested} He also asked that in the future, the United Nations Agencies and programmes be informed ^{given prior notice before arrest of local employees} that an arrest has been made of one of their employees.

22. Col. Mugambage indicated that Ambassador Khan's request ~~was in order~~ and ^{would be examined} that the cases will be looked at carefully bearing in mind the normal screening process of the Judiciary. A

The meeting rose at 11:45.

ROUTING SLIP		FICHE DE TRANSMISSION	
TO: A: <i>Sally</i>			
FROM: DE: <i>HCC</i>			
Room No. - No de bureau	Extension - Poste	Date <i>3-5-85</i>	
FOR ACTION	<input checked="" type="checkbox"/>	POUR SUITE A DONNER	
FOR APPROVAL	<input type="checkbox"/>	POUR APPROBATION	
FOR SIGNATURE	<input type="checkbox"/>	POUR SIGNATURE	
FOR COMMENTS	<input type="checkbox"/>	POUR OBSERVATIONS	
MAY WE DISCUSS?	<input type="checkbox"/>	POURRIONS-NOUS EN PARLER ?	
YOUR ATTENTION	<input type="checkbox"/>	VOTRE ATTENTION	
AS DISCUSSED	<input type="checkbox"/>	COMME CONVENU	
AS REQUESTED	<input type="checkbox"/>	SUITE A VOTRE DEMANDE	
NOTE AND RETURN	<input type="checkbox"/>	NOTER ET RETOURNER	
FOR INFORMATION	<input type="checkbox"/>	POUR INFORMATION	

*Thanks to Alfred we
could put this together.*

F
Paul Curran

	Problem	Status of issue	Solution
4. (5)	<p><u>ACCOMMODATION:</u> Premises occupied by UNAMIR. AUSMED and INDBATT presence at the Military Academy</p> <p>Rwandese govt wishes to recover the buildings for their own use. Sometimes short period ultimatums are given. Specifically the following have been given notice:</p> <p>a) AUSMED - occupying b) TUNBATT c) INDIABATT</p>	<p>Despite an agreement giving ^{UNAMIR} as permission to use the facility until the end of August 1995, in exchange for UNAMIR repairing the facilities, the government has asked that INDBATT personnel move therefrom. In addition, The government gave AUSMED 15 days to vacate the premises.</p> <p>UNAMIR fully appreciates that ^{govt} both wishes to utilise buildings such as schools, colleges, institutions. Some of these buildings have been occupied on the basis of formal agreements. The buildings will be released as early as possible. However according to SOMA (Article) - alternative buildings/sites may be provided.</p>	<p>The government makes decisions such as these without consultations with UNAMIR or due process. Talks should be undertaken at the highest level to resolve the situation so that the agreement is respected and UNAMIR retains occupancy until the end of August 1995.</p> <p>UNAMIR administration has negotiated for new premises for INDBATT. However the news of the impending Australian eviction has taken us by surprise.</p> <p>Adequate notice may be given and alternative buildings/sites may be indicated. As regards 1(a) despite an agreement giving us permission to use the facility until the end of August, INDBATT have moved. It is requested that AUSMED may be allowed to continue for the present.</p>
4. (6)	<p>URUGWIRO Village</p>	<p>UNAMIR and the ORTPN entered into an agreement for the use of the village. Despite this agreement, we have been denied access to the village and told that the contract is null and void. This is a serious breach of contract.</p> <p>UNAMIR and ORTPN signed a formal agreement for occupation of the residential portion of the village. This agreement has been "cancelled". We would be grateful to know if the residential portion has also been cancelled.</p>	<p>If the agreement has been cancelled by the government, we would be grateful to be given ^{a suitable} one of the following open sites where UNAMIR could build its temporary pre-fabricated village:</p> <p>a) Parties to the agreement should reinitiate the handover/takeover proceedings; b) or the government indicate why the agreement has been breached and what they propose as alternative facilities. Should this be unsuccessful, UNAMIR may wish to simply take note of the issue.</p>

7.	BRSC Earth Station communications shut down following a letter received from Rwandatel at 15:30 hours on 14 April 1995	<ul style="list-style-type: none"> - Satellite has been put in the park position (inactive) at 2000 hours on 14 April 1995 as requested by the BRSC. - The rental cost of the satellite to UNAMIR is \$38,898/3 months or approximately \$4000/day. - Non-communication by BRSC with suppliers worldwide through their homebase affects UNAMIR's operations and increases its costs. 	<ul style="list-style-type: none"> - The installation is paid for by UNAMIR with BRSC being a mere subcontractor. UNAMIR will obtain the license and the cooperation of Rwandatel would be highly appreciated. - It is to be noted that UNAMIR has not been granted any license to operate any UNAMIR VHF, UHF and HF communications despite several proper representations. - The case of BRSC is the only case where UNAMIR did not follow the procedure properly. BRSC and IDB took it upon themselves to seek authorization in accordance with established international procedures and only after having set up the operation. - A statement of lack of proper procedure by UNAMIR should be made with the assurance that in the future all regulations will be complied with. UNAMIR is also grateful for the latest authorization given by the Director of RWANDATEL. It is hoped that other license authorization will be soon forthcoming.
8.	<u>LOCAL EMPLOYEES:</u> Social benefits for all local national employees	<ul style="list-style-type: none"> - the Government Officials have asked BRSC to comply with Government law, i.e. to retain 3% of gross pay of each local national employee and to pay 5% as the employer retroactive to 26 July 1994. BRSC has paid so far approximately \$1.2M in local national wages since 26 July 1994 which would mean that they would have to pay approximately \$95,000 to comply with this rule. UNAMIR would then have to pay this amount plus the fee of 14.4% under the contract with BRSC 	The government may consider exempting BRSC's local national employees from this requirement, based on the fact that BRSC's employees are hired by BRSC under the provisions of their status as UNAMIR agents and owing to the nature of the repayment to BRSC again tantamount to charging all UN member states which contribute to the UNAMIR budget.

<p>2.</p> <p>7</p>	<p>Payment of rent for facilities occupied by UNAMIR to the government of Rwanda</p>	<p>The government has demanded payment for all residences that it states are owned by PNGs. In order that rent due for accommodation is paid to account other than the owner, it is necessary for government to pass a formal order along with liability waiver for future claims.</p>	<p>If the government provides us with a declaration of ownership along with a liability waiver for any future claims by other owners, UNAMIR could pay a reasonable rent to the government, upon advice from UNNY.</p>
<p>4.</p>	<p>Residential Accommodation for UN</p>	<p>In order to release accommodation in Kigali and to stop the spiral of high rents, UNAMIR would like to build a temporary pre-fabricated village near the Amohoro stadium. Allocation of a suitable site would be appreciated.</p>	<p>The sites should be presented to the government while explaining that the village will free up facilities for government use and then potentially be left behind for the government when the mission ends. The following sites have been suggested. Government's approval is requested:</p> <p>a) Space between Amahoro Hotel and the Stadium.</p> <p>b) Space between the Stadium and UNAMIR Transit camp.</p> <p>c) The ex-printing space west of UNAMIR Headquarters.</p>
<p>5.</p> <p>3</p>	<p><u>FREEDOM OF MOVEMENT:</u> Helicopter control constraints.</p>	<p>Security at KIA requested that all helicopter flights within Rwanda be subjected to prior clearance.</p>	<p>A Note Verbale to this effect stating adverse consequences on UNAMIR's operations, has been sent to Foreign Affairs with copy to Ministry of Defence. [Attached copy]</p>
<p>6.</p> <p>2</p>	<p><u>COMMUNICATIONS:</u> Communications facilities</p> <p>Communications Facilities</p> <p>If</p>	<p>The government is holding comms equipment at the airport resulting in a major impact on the operational capability of UNAMIR and limiting the amount of UNAMIR personnel which should move to Traffipro. In addition we run the risk of a breakdown in communication, resulting in a security breach for UNAMIR personnel.</p>	<p>CCO has completed all the necessary documents for customs clearance. the Minister of Finance and the Director of Customs should allow clearance without further delay.</p> <p>This issue has been discussed and a sub-committee appointed to resolve the matter</p>

Re UNAMIR's problems
relating to frequencies,
satellite and other
telecommunications

9.	Arrest of local employees working with UN (8)	The right of the government to interrogate and arrest Rwandese employees working with UN agencies is not denied (except when finally engaged in performing UN tasks). However the normal regulations require that the UN Agencies should be given prior notice of action. Also that (of arrest) UN agencies concerned may be given information regarding the reasons for their arrest.	The regulations must be observed by the government. UNAMIR and Agencies are grateful for the compliance by the authorities the right to visit such employees in prisons. New cases may also be given priority. [This issue has already been discussed]
10.	SECURITY: Confiscation of Diesel Trucks belonging to Bulk Oil Tanzania (UN Contractor) on the ground that benefits are going to former RGF supported. * Their trucks were arrested for 4 days of our privilege and creating a	2 heavy duty vehicles carrying diesel for UNAMIR has been confiscated by RPA. UNAMIR has provided documentation that our contract is with a Tanzanian Company whose records and documents can be checked personally by Rwandese officials in Dar-es-Salaam. However the arbitrary impounding of the vehicles creates a serious shortage with regard to fuel supply.	The vehicles may be released. Any doubts about association of former RGF may be cleared up through checking. If Government still has reservations, we may be informed in writing to enable adjustments to be made in accordance with legal obligations. The government of Tanzania may also be informed to help clarify the situation.
11.	Several UNAMIR vehicles have been stolen at gunpoint	Investigation is under way.	Responsibility for the safety of UN personnel and property is one of the primary responsibilities of the host government.
12.	The BRSC administrative office was robbed on 19 April 1995	Investigation is under way.	Responsibility for the safety of UN contracted property is one of the primary responsibilities of the host government.
13.	Harassment and searches being performed at airport checkpoints	The situation continues	Searches are prohibited except in cases where there is clear evidence that illegal goods are being transported as per the SRSG's guidelines. These practices should cease with a view to enhancing UNAMIR/Agency good relations with the government.

14.	Economat vehicles	2 vehicles belonging to our food/rations supplier have been impounded by the Government. UNAMIR is providing replacements to the contractor. UNAMIR contractors are here solely to provide goods and services to UNAMIR personnel.	Imposing customs duties on vehicles used solely for UNAMIR operations would be unreasonable and tantamount to taxing the UN as the UN has to reimburse these charges to the contractor. It is common practice in all mission to allow entry (temporary import) without taxes on the grounds that the vehicle will be reexported once the contract with the UN is terminated.
15.	<u>OTHERS:</u> Custom clearances of Contractor goods.	All incoming contractor supplied goods are being held up by customs, despite the fact that they are consigned to UNAMIR. Containers from MGT CSL were finally released as of 20 April 1995.	All goods being brought in by UNAMIR contractors should be considered UNAMIR property. It is requested that they may be passed through customs with the minimum delay as stated in the SOMA.
16.	Regular meetings between RPA and UNAMIR (Military)	These meetings were a useful clearing house of initial problems. These meetings have not been scheduled for the past 3 months (except once)	The meetings may be scheduled regularly henceforth.

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	<u>Problem</u>	<u>Status of issue</u>	<u>Solution</u>
1.	<p>ACCOMMODATION: Premises occupied by UNAMIR. AUSMED and INDBATT presence at the Military Academy</p> <p>Rwandese govt wishes to recover the buildings for their own use. Sometimes short period ultimatums are given. Specifically the following have been given notice:</p> <ul style="list-style-type: none"> a) AUSMED - occupying b) TUNBATT c) INDIABATT 	<p>Despite an agreement giving us permission to use the facility until the end of August 1995, in exchange for UNAMIR repairing the facilities, the government has asked that INDBATT personnel move therefrom. In addition, the government gave AUSMED 15 days to vacate the premises.</p> <p>UNAMIR fully appreciates that both wishes to utilise buildings such as schools, colleges, institutions. Some of these buildings have been occupies on the basis of formal agreements. the buildings will be released as early as possible. However according to SOMA Article - alternative buildings/sites may be provided.</p>	<p>The government makes decisions such as these without consultations with UNAMIR or due process. Talks should be undertaken at the highest level to resolve the situation so that the agreement is respected and UNAMIR retains occupancy until the end of August 1995.</p> <p>UNAMIR administration has negotiated for new premises for INDBATT. However the news of the impending Australian eviction has taken us by surprise.</p> <p>Adequate notice may be given and alternative buildings/sites may be indicated. As regards 1(a) despite an agreement giving us permission to use the facility until the end of August, INDBATT have moved. It is requested that AUSMED may be allowed to continue for the present.</p>
2.	<p>URUGWIRO Village</p>	<p>UNAMIR and the ORTPN entered into an agreement for the use of the village. Despite this agreement, we have been denied access to the village and told that the contract is null and void. this is a serious breach of contract.</p> <p>UNAMIR and ORTPN signed a formal agreement for occupation of the residential portion of the village. This agreement has been "cancelled". We would be grateful to know if the residential portion has also been cancelled.</p>	<p>If the agreement has been cancelled by the government, we would be grateful to be given one of the following open sites where UNAMIR could build its temporary pre-fabricated village:</p> <p>a) Parties to the agreement should reinitiate the handover/takeover proceedings; b) or the government indicate why the agreement has been breached and what they propose as alternative facilities. Should this be unsuccessful, UNAMIR may wish to simply take note of the issue.</p>

3.	Payment of rent for facilities occupied by UNAMIR to the government of Rwanda	The government has demanded payment for all residences that it states are owned by PNGs. In order that rent due for accommodation is paid to account other than the owner, it is necessary for government to pass a formal order along with liability waiver for future claims.	If the government provides us with a declaration of ownership along with a liability waiver for any future claims by other owners, UNAMIR could pay a reasonable rent to the government, upon advice from UNWY.
4.	Residential Accommodation for UN	In order to release accommodation in Kigali and to stop the spiral of high rents, UNAMIR would like to build a temporary pre-fabricated village near the Amohoro stadium. Allocation of a suitable site would be appreciated.	The sites should be presented to the government while explaining that the village will free up facilities for government use and then potentially be left behind for the government when the mission ends. The following sites have been suggested. Government's approval is requested: a) <i>space between</i> b) <i>along the road</i> c) <i>at the stadium</i>
5.	<u>FREEDOM OF MOVEMENT:</u> Helicopter control constraints	<i>that security at KAA requires all UN helicopters to be subject to prior clearance</i>	<i>A note verbal to this effect has been sent to Foreign Affairs with copy to Ministry of Defence</i>
6.	<u>COMMUNICATIONS:</u> Communications facilities	The government is holding comms equipment at the airport resulting in a major impact on the operational capability of UNAMIR and limiting the amount of UNAMIR personnel which should move to Traffipro. In addition we run the risk of a breakdown in communication, resulting in a security breach for UNAMIR personnel.	CCO has completed all the necessary documents for customs clearance. the Minister of Finance and the Director of Customs should allow clearance without further delay.


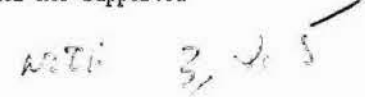
*space between the stadium and the UNAMIR transit camp -
c) the airport space west of UNAMIR Headquarters.*

7.	BRSC Earth Station communications shut down following a letter received from Rwandatel at 15:30 hours on 14 April 1995	<ul style="list-style-type: none"> - Satellite has been put in the park position (inoperative) at 2000 hours on 14 April 1995 as requested by the SRSG. - The rental cost of the satellite to UNAMIR is \$38,898/3 months or approximately \$4000/day. - Non-communication by BRSC with suppliers worldwide through their homebase affects UNAMIR's operations and increases its costs. 	<ul style="list-style-type: none"> - The installation is paid for by UNAMIR with BRSC being a mere subcontractor. UNAMIR will obtain the license and the cooperation of Rwandatel would be highly appreciated. - It is to be noted that UNAMIR has not been granted any license to operate any UNAMIR VHF, UHF and HF communications despite several proper representations. - The case of BRSC is the only case where UNAMIR did not follow the procedure properly. BRSC and IDB took it upon themselves to seek authorization in accordance with established international procedures and only after having set up the operation. - A statement of lack of proper procedure by UNAMIR should be made with the assurance that in the future all regulations will be complied with.
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10.	<u>SECURITY:</u> Confiscation of Diesel Trucks on the ground that benefits are going to former RGF supported.	Heavy duty vehicles carrying diesel for UNAMIR has been confiscated by RPA. UNAMIR has provided documentation that our contract is with a Tanzanian Company whose records and documents can be checked personally by Rwandese officials in Dar-es-Salaam. However the arbitrary impounding of the vehicles creates a serious shortage with regard to fuel supply.	The vehicles may be released. Any doubts about association of former RGF may be cleared up through checking. If Government still has reservations, we may be informed in writing to enable adjustments to be made in accordance with legal obligations. The government of Tanzania may also be asked informed to help clarify the situation.
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	Problem	Status of issue	Solution
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2.	URUGWIRO Village	<p>UNAMIR and the ORTPN entered into an agreement for the use of the village. Despite this agreement, we have been denied access to the village and told that the contract is null and void. this is a serious breach of contract.</p> <p>UNAMIR and ORTPN signed a formal agreement for occupation of the residential portion of the village. This agreement has been "cancelled". We would be grateful to know if the residential portion has also been cancelled.</p>	<p>If the agreement has been cancelled by the government, we would be grateful to be given one of the following open sites where UNAMIR could build its temporary pre-fabricated village:</p> <p>a) Parties to the agreement should reinitiate the handover/takeover proceedings; b) or the government indicate why the agreement has been breached and what they propose as alternative facilities. Should this be unsuccessful, UNAMIR may wish to simply take note of the issue.</p>

3.	Payment of rent for facilities occupied by UNAMIR to the government of Rwanda	The government has demanded payment for all residences that it states are owned by PNGs. In order that rent due for accommodation is paid to account other than the owner, it is necessary for government to pass a formal order along with liability waiver for future claims.	If the government provides us with a declaration of ownership along with a liability waiver for any future claims by other owners, UNAMIR could pay a reasonable rent to the government, upon advice from UNNY.
4.	Residential Accommodation for UN	In order to release accommodation in Kigali and to stop the spiral of high rents, UNAMIR would like to build a temporary pre-fabricated village near the Amohoro stadium. Allocation of a suitable site would be appreciated.	The sites should be presented to the government while explaining that the village will free up facilities for government use and then potentially be left behind for the government when the mission ends. The following sites have been suggested. Government's approval is requested: a) b) c)
5.	Communications facilities 	The government is holding comms equipment at the airport resulting in a major impact on the operational capability of UNAMIR and limiting the amount of UNAMIR personnel which should move to Traffipro. In addition we run the risk of a breakdown in communication, resulting in a security breach for UNAMIR personnel.	CCO has completed all the necessary documents for customs clearance. the Minister of Finance and the Director of Customs should allow clearance without further delay.
6.	Equipment:		
7.	Confiscation of Diesel Trucks on the ground that benefits are going to former RGF supported 	2 heavy duty vehicles carrying diesel for UNAMIR has been confiscated by RPA. UNAMIR has provided documentation that our contract is with a Tanzanian Company whose records and documents can be checked personally by Rwandese officials in Dar-es-Salaam. However the arbitrary impounding of the vehicles creates a serious shortage with regard to fuel supply	The vehicles may be released. Any doubts about association of former RGF may be cleared up through checking. If Government still has reservations, we may be informed in writing to enable adjustments to be made in accordance with legal obligations.

[illegible]

	GRANTING OF LICENSE FOR UNAMIR RADIO VHF/UHF/HF AND UNAMIR CONTRACTED EQUIPMENT		
1.	BRSC Earth Station communications shut down following a letter received from Rwandatel at 15:30 hours on 14 April 1995	<ul style="list-style-type: none"> - Satellite has been put in the park position (inoperative) at 2000 hours on 14 April 1995 as requested by the SRSG. - The rental cost of the satellite to UNAMIR is \$38,898/3 months or approximately \$4000/day. - Non-communication by BRSC with suppliers worldwide through their homebase affects UNAMIR's operations and increases its costs. 	<ul style="list-style-type: none"> - The installation is paid for by UNAMIR with BRSC being a mere subcontractor. UNAMIR will obtain the license and the cooperation of Rwandatel would be highly appreciated. - It is to be noted that UNAMIR has not been granted any license to operate any UNAMIR VHF, UHF and HF communications despite several proper representations. - The case of BRSC is the only case where UNAMIR did not follow the procedure properly. BRSC and IDB took it upon themselves to seek authorization in accordance with established international procedures and only after having set up the operation. - A statement of lack of proper procedure by UNAMIR should be made with the assurance that in the future all regulations will be complied with.
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3.	Several UNAMIR vehicles have been stolen at gunpoint	Investigation is under way.	Responsibility for the safety of UN personnel and property is one of the primary responsibilities of the host government.

4.	The BRSC administrative office was robbed on 19 April 1995	Investigation is under way.	Responsibility for the safety of UN contracted property is one of the primary responsibilities of the host government.
5.	Harassment and searches being performed at checkpoints	The situation continues	Searches are prohibited except in cases where there is clear evidence that illegal goods are being transported as per the SRSG's guidelines.

Regular meetings ~~are~~
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UNHCR (Ref)

These meetings were
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problems. However
meetings have not been
scheduled for past
3 months (except one)

The meetings
may be scheduled
regularly for
the future.

Cooperation with
Rwandese local
authorities

UNHCR (Ref) & the
local authorities are
cooperating in the
arrest of offenders/criminals
etc. apprehended by the
local authorities in
accordance with the
practice

The local
authorities may be

Arrest of Local
Employees working with
UN

The right of the local authorities
to arrest Rwandese employees
working with UN agencies
is not denied (except when
fully engaged in performing
UN tasks). However the
national regulations require
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UN agencies are concerned by
be given immediate response
the reasons for their arrest.

Helicopter control
constraints

	ISSUE	STATUS OF ISSUE	PROPOSAL/SOLUTION
	ACCOMMODATION		
1	AUSMED and INDBATT presence at the Military Academy <i>An agreement</i>	Despite an agreement giving us permission to use the facility until the end of August 1995, in exchange for UNAMIR repairing the facilities, the government has asked that INDBATT personnel move therefrom. In addition, yesterday the government gave AUSMED 15 days to vacate the premises.	The government makes decisions such as these without consultations with UNAMIR or due process. Talks should be undertaken at the highest level to resolve the situation so that the agreement is respected and UNAMIR retains occupancy until the end of August 1995. UNAMIR administration has negotiated for new premises for INDBATT however the news of the impending Australian eviction has taken us by surprise.
2	URUGWIRO Village	UNAMIR and the ORTPN entered into an agreement for the use of the village. Despite this agreement, we have been denied access to the village and told that the contract is null and void. This is a serious breach of contract.	Parties to the agreement should reinstate the handover/takeover proceedings; or the government indicate why the agreement has been breached and what they propose as alternative facilities. Should this be unsuccessful, UNAMIR may wish to simply take note of the issue.
3	Payment of rent for facilities occupied by UNAMIR to the government of Rwanda	The government has demanded payment for all residences that it says ^{is} are owned by PNGs. <i>for a fee that needn't be paid to account of the fact that the money is necessary for UN to pay for a formal - for a long time liability waiver for future claims</i>	If the government provides us with a declaration of ownership along with a liability waiver for any future claims by other owners, UNAMIR could pay a reasonable rent to the government, upon advice from UNNY.
4	UNAMIR Prefabricated Village <i>Residential Accommodation for UN</i>	3 Sites have been identified: Between HQ and the Stadium; Between Stadium and 500 man camp; Across the street from HQ. <i>In order to allow</i>	The sites should be presented to the government while explaining that the village will free up facilities for government use and then potentially be left behind for the government when the mission ends.

accommodation for high level officials and to stop the spread of high rents, UNAMIR would build a temporary pre-fabricated village near the Amherst stadium. Selection of a suitable site would be required.

use the following sites have been suggested selected. UN's approval is requested


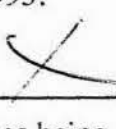
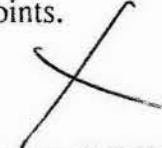
a)

b)

c)

	ISSUE	STATUS OF ISSUE	PROPOSAL/SOLUTION
	CONTRACTOR/CUSTOMS		
1	Communications facilities at Traffipro	The government is holding comms equipment at the airport resulting in a major impact on the operational capability of UNAMIR and limiting the amount of UNAMIR personnel which should move to Traffipro. In addition we run the risk of a breakdown in communication, resulting in a security breach for UNAMIR personnel.	CCO has completed all the necessary documents for customs clearance. The Minister of Finance and the Director of Customs should allow clearance without further delay.
2	Economat vehicles	2 vehicles belonging to our food/rations supplier have been impounded by the Government. UNAMIR is providing replacements to the contractor. UNAMIR contractors are here solely to provide goods and services to UNAMIR personnel.	High level intervention would be required to explain to the Rwandese authorities that Imposing customs duties on vehicles used solely for UNAMIR operations would be unreasonable and tantamount to taxing the UN as the UN has to reimburse these charges to the contractor. It is Common practice in all mission to to allow entry (temporary import) without taxes on the grounds that the vehicle will be reexported once the contract with the UN is terminated.
3	Custom clearances of Contractor goods	All incoming contractor supplied goods are being held up by customs, despite the fact that they are consigned to UNAMIR. Containers from MGT CSL were finally released as of 20 April, 1995.	All goods being brought in by UNAMIR contractors should be considered UNAMIR property and passed through the customs process It is requested that they may be with the minimum amount of delay as stated in the SOMA. The proposed action is to ensure that this does not happen again, once all necessary documentation is provided to the appropriate authorities.

	ISSUE	STATUS OF ISSUE	PROPOSAL/SOLUTION
	GRANTING OF LICENSE FOR UNAMIR RADIO VHF/UHF/HF AND UNAMIR CONTRACTED EQUIPMENT		
1	<p>BRSC Earth Station communications shut down following a letter received from Rwandatel at 15:30 hours on 14 April 95.</p> <p><i>Granted?</i></p>	<ul style="list-style-type: none"> - Satellite has been put in the <i>park position</i> (inoperative) at 2000 hours on 14 April 95 as requested by the SRSG. - The rental cost of the satellite to UNAMIR is \$338,898/ 3 months or approximately \$4000/day. - Non-communication by BRSC with suppliers worldwide through their homebase affects UNAMIR's operations and increases its costs. 	<ul style="list-style-type: none"> -The installation is paid for by UNAMIR with BRSC being a mere subcontractor. UNAMIR will obtain the license and the cooperation of Rwandatel would be highly appreciated. - It is to be noted that UNAMIR has not been granted any license to operate any UNAMIR VHF, UHF and HF communications despite several proper representations. -The case of BRSC is the only case where UNAMIR did not follow the procedure properly. BRSC and IDB took it upon themselves to seek authorization in accordance with established international procedures and only after having set up the operation. -A statement of lack of proper procedure by UNAMIR should be made with the assurance that in the future all regulations will be complied with.

2	Social benefits for all local national employees.	<p>- The Government Officials have asked BRSC to comply with Government law, <i>ie</i> to retain 3% of gross pay of each local national employee and to pay 5% as the employer retroactive to 26 July 94. BRSC has paid so far approximately \$1.2M in local national wages since 26 July 95 which would mean that they would have to pay approximately \$95,000 to comply with this rule. UNAMIR would then have to pay this amount plus the fee of 14.49% under the contract with BRSC.</p>	<p>The government ^{may} should consider exempting BRSC's local national employees from this requirement, based on the fact that BRSC's employees are hired by BRSC under the provisions of their status as UNAMIR agents and owing to the nature of the repayment to BRSC again tantamount to charging all UN member states which contribute to the UNAMIR budget.</p>
3	Several UNAMIR vehicles have been stolen at gunpoint. 	Investigation is under way.	Responsibility for the safety of UN personnel and property is one of the primary responsibilities of the host government.
4	The BRSC administrative office was robbed on 19 April, 1995. 	Investigation is under way.	Responsibility for the safety of UN contractee property is one of the primary responsibilities of the host government.
5	Harassment and searches being performed at checkpoints. 	The situation continues.	Searches are prohibited except in cases where there is clear evidence that illegal goods are being transported as per the SRSG's guidelines.

28 APRIL 1995

File
Joint Commission

SRSG

THESE DRAFT MINUTES WERE HANDED TO MR. GASANA FOR REVIEW.

THE MEETING WAS POSTPONED. HE FELT HE WISHED YOUR PRESENCE IN ORDER TO DISCUSS THE MANDATE.

IT WAS EXPLAINED THAT YOU WERE ATTENDING HIGH LEVEL MEETINGS WITH MR. AJELLO. HE UNDERSTOOD.

IT IS NOT CERTAIN THAT WE WILL MEET ON MONDAY GIVEN THAT IT IS A NATIONAL HOLIDAY.

I BELIEVE THAT SAMI HAS PREPARED A NOTE FOR NEW YORK.

ISEL

Ur.

SW
29.4

Participants

Gouvernement

Gasana 86381 //

NAME

Ministry

NIKEN TOLISIGANANT

UNAMIR

Jean Damasine

Directeur Cabinet du

Premier Ministre

NYANDWI Thaurse

Conseiller du PM

Téléphore KAGABA

chef de Division INFORMATION

ACCREDITATION ET ARCHIVAGE

au Ministère des Affaires

Etrangères

BAGAZINKI Félix

Chef Division de la Coopération

Multilatérale au MINAFFE

IVSAC Janshin

chef du cabinet

Ministère de l'Intérieur

Emanuel Gasana

chef Cabinet, Président

28 APRIL 1995

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ISEL

Kamugisha: at war here
+ FEL does not recall.

MINUTES

pt. 1/rahse

2

MEETING OF THE JOINT PRESIDENTIAL COMMISSION

Bel

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that who
attended

1. The first meeting of the Presidential Commission to review UNAMIR's mandate was held on Tuesday, 25 April 1995 at twelve noon at the Rwandese Foreign Ministry. Representing the Rwandese Delegation were Mr. Emanuel Gasana, Head of Delegation and Chef du Cabinet, President's Office; Mr. Faustin Rusare, Chef du Cabinet, Minister of Interior; Mr. Felix Bagambiki, Chef de Division, Information, Documentation and Archives, Ministry of Foreign Affairs; Mr. Thacite Nyandwi, Prime Minister's Counsellor; Mr. Jean Damascene, Director of Cabinet, Prime Minister's Office; Major Frank Mugambache, Liaison Officer with UNAMIR, Ministry of Defence;

2. UNAMIR was represented by Ambassador Shaharyar Khan^{M.}, Special Representative of the Secretary General of the United Nations for Rwanda; Major General Guy Tousignant, Force Commander; Mr. Hedi Annabi, Director, Africa Division, Department of Peace Keeping Operations, United Nations; Mr. Samuel Buo, Acting Executive Director, Office of the Special Representative; Ms. Isel Rivero, Special Assistant to the Special Representative; Mr. I. Minta, Legal Adviser of the Special Representative.

3. After an exchange of greetings, both sides expressed their desire to address the issue of a new mandate for UNAMIR in a spirit of cooperation and friendship. Ambassador S Khan and Mr. Hedi Annabi underlined the importance

of completing the consultations before mid May. They also requested the Rwandese side to state their views on the new mandate underlining the fact that UNAMIR was in Rwanda at the request of the sovereign government.

4. Mr. Gasana expressed the hope that discussions on the future role of UNAMIR would not be conditioned on what the Security Council considered palatable; rather the government and people of Rwanda would seek to enlist the assistance of the Security Council to redefine UNAMIR's role after June 9th. Mr. Gasana suggested that in view of the timetable the meetings should be more intensive. He also proposed that technical sub-groups could meet separately to speed up the negotiating process.

5. Ambassador Khan suggested that apart from the mandate the two sides could also discuss issues between UNAMIR and the Government that quantitatively were leading to unnecessary friction and that could be resolved expeditiously.

Mr Gasana agreed to this suggestion

The Mandate

6. Accordingly the following points were agreed to:

(a) the Joint Commission agreed to meet three times a week ^(at 10am on Mondays, Tuesdays & Wednesdays) and took note that the recommendations pertaining to the new mandate for UNAMIR would have to be ready ^{by the} ~~prior to~~ middle of May bearing in mind ^{the} United Nations time table for the submission of reports to the Security Council. They also agreed to technical sub-group meetings when necessary.

(b) Mr. Gasana indicated that he would convey the Rwandese Government's

position at the next meeting of the Commission.

Bilateral Issues

7. Ambassador Khan stated that the most important problem that was vitiating relations between the two sides was the implementation of the Status of Mission Agreement by the Government. ^{Other} problems such as accommodation, alleged payment of property rental to criminal elements, communications and negative propaganda by local media, ^{were raised in outline by Amb Khan}

8. Mr. Gasana, ~~(while taking note of Ambassador Khan's remarks)~~ ^{substitute} stated that the Government recognized the SOMA. He wished to ~~point out~~ ^{sometimes}, however, that the Government did not have the capacity to ~~oversee the question of~~ ^{implement in detail by} privileges and immunities ^{of} for over five thousand UNAMIR officials. Contraventions to the SOMA ^{should not therefore be seen as} ~~were not deliberate~~ ⁹ he stated. He indicated that the problem of accommodation was well known and that the Government would seek a solution once the future number of UNAMIR forces and its mandate were known. Regarding payment of property rental, a law was being discussed by the National Assembly which would provide the legal framework to UNAMIR and other agencies to effect payments. Finally in response to the negative propaganda directed to UNAMIR by some local media sources, Mr. Gasana remarked that the root causes had to be investigated specially its social dimensions. ^{on the communication issues} He added that he would be consulting ^{and} ~~on the communications problem~~ with his colleagues and would ^{refer to} ~~address~~ the issue at a later meeting.

The meeting rose at 13:30.

Isel Rivero, SA/SRSG, UNAMIR

Faustin Rusare, CC/MI/RW *

28 APRIL 1995

SRSG

THESE MINUTES REMAIN A DRAFT UNTIL FAUSTIN RUSATIRE CONSULTS WITH HIS PEOPLE AND HAVE THEM APPROVED.

WE WILL OBTAIN ALL THE NAMES AT THAT TIME. THEY DID NOT PROVIDE THEM.

I UNDERSTAND THAT CONDE IS LEADING THE UNAMIR GROUP AND THAT CHRISTEN IS THE SECRETARY. I HAVE NOT BEEN INFORMED IF I AM TO ATTEND TOO.

ISEL

CC. MR. MINTA

Participants

Gouvernement

GASANT 86381 //

NAME

Ministry

MGEN TOLISIGNANT

UNAMIR

Jean Damasaine

Directeur Cabinet du

Premier Ministre

NYANDWI Thaurie

Conseiller du PD

Téléphone KAGABA

Chef de Division INFORMATION
DOCUMENTATION ET ARCHIVAGE

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BAGABINKI Félix

Chef Division de la Coopération
Multilatérale au MINAFFE

Musare Faustin

Chef du Cabinet,
Ministère de l'Intérieur

Emanuel Gasana

Chef de Cabinet, Président

DEPT

Joint
Commission

F- 25/4/94

At the first meeting of the Joint Presidential Commission it was decided that ~~the~~ future meetings should be held three times a week. There will be two main points on the agenda. The first will consist on discussions on the future mandate of UNAMIR. The second will consist of issues related to the Status of Mission Agreement, and any other topic where early intervention by the Commission might prevent further misunderstandings or friction between UNAMIR and the Government of Rwanda.

During the course of deliberations the SRSG pointed out that the mandate of UNAMIR^{wa} expires on 9 June 1995 and he invited the members of the Joint Commission to express their views on the future mandate of UNAMIR. He recognized that a new definition of tasks would be required given the fact that the situation in Rwanda had changed since the establishment of UNAMIR in 1993.

The Representative of the Rwandese Government Mr. _____ indicated that it would be pertinent to know what the United Nations side was thinking about for the future of UNAMIR. This, he said, would enable the meeting to promote a frank exchange of views and dialogue.

Following the Special Representative summary of the present mandate of UNAMIR and how it could be streamlined, Mr. Hedi Annabi informed the Commission that the time frame was very tight. A fully finalized report to the Security Council would be expected in New York by mid-May. Informal consultations of the Security Council normally started once the report was published and translated. It was, therefore, important to have certain concepts clear in order to sell them to the Council. Thus, he added, it was important that the Government representatives inform UNAMIR what its future mandate should be.

The Representative of the Rwandese Government pointed out that any discussions on the future role of UNAMIR did not have to be conditioned to what the Security Council would consider palatable. Rather the Government and the people of Rwanda would rather ~~seek~~ to enlist the assistance of the Security Council in redefining UNAMIR's role after June 9th. He also suggested in order to expedite discussions that the Commission might wish to break into smaller working groups as for example a military working group.

The Special Representative took the opportunity to raise some of the SOMA related issues such as the implementation by the Government itself of articles contained in the SOMA as well as problems of accommodation, payment of property rental to criminal elements, communications and propaganda.

The Force Commander indicated that he would be eager to hear from the Government what it would like UNAMIR to do and how UNAMIR could be useful in the process of nation building and reconciliation. He suggested that future meetings should have a format in order to guide the discussions.

The Representative of the Rwandese Government while taking note of the SRSg's remarks, stated that the Government recognized the SOMA. He wished to point out, however, that the Government did not have the capacity to oversee the question of privileges and immunities for over five thousand UNAMIR officials. Contraventions to the SOMA were not deliberate he stated. He indicated that the problem of accommodation was well known and that the Government will seek a solution once the future number of UNAMIR forces and its mandate are known. Regarding payment of property rental, a law was being drafted by the National Assembly which would provide the legal framework to UNAMIR and other agencies to effect payments. Finally in response to the negative propaganda being experienced by UNAMIR, the Representative of the Rwandese Government remarked that the root causes had to be investigated specially its social dimensions. He added that he would be consulting on the communications problem with his colleagues and would address the issue at a later meeting.

In response to the Force Commander request that there should be a format for future meetings, he agreed with the suggestion and referred the matter to the next meeting of the Joint Commission. ~~that recently~~

notes 26-5-95

Ambassador S. Khan and Mr. Hedi Annabi underlined the importance of completing the consultations before mid May. They also requested the Rwandese side to state their views on the new mandate underlining the fact that UNAMIR was in Rwanda at the request of the sovereign government.

Mr. Gasana expressed the hope that discussions on the future role of UNAMIR would not be conditioned on what the Security Council considered palatable; rather the government and people of Rwanda would seek to enlist the assistance of the Security Council to redefine UNAMIR's role after June 9th. Mr. Gasana suggested that in view of the timetable the meetings should be more intensive. He also proposed that technical sub-groups could meet separately to speed up the negotiating process.

Ambassador Khan suggested that apart from the mandate the two sides could also discuss issues between UNAMIR and the Government that quantitatively were leading to unnecessary friction and that could be resolved expeditiously.

The Mandate

Accordingly the following points were agreed to:

(a) the Joint Commission agreed to meet three times a week and took note that the recommendations pertaining to the new mandate for UNAMIR would have to be ready prior to middle of May bearing in mind United Nations time table for the submission of reports to the Security Council. They also agreed to technical sub-group meetings when necessary.

(b) Mr. Gasana indicated that he would convey the Rwandese Government position at the next meeting of the Commission.

Bilateral Issues

Ambassador Khan stated that the most important problem that was vitiating relations between the two sides was the Status of Mission Agreement implementation by the Government, problems such as accommodation, payment of property rental to criminal elements, communications and media propaganda.

Mr. Gasana while taking note of Ambassador Khan's remarks stated that the Government recognized the SOMA. He wished to point out, however, that the Government did not have the capacity to oversee the question of privileges and immunities for over five thousand UNAMIR officials. Contraventions to the SOMA were not deliberate he stated. He indicated that the problem of accommodation was well known and that the Government would seek a solution once the future number of UNAMIR forces and its mandate were known. Regarding payment of property rental, a law was being discussed by the National Assembly which would provide the legal framework to UNAMIR and other agencies to effect payments. Finally in response to the negative propaganda directed to UNAMIR by some local media sources, Mr. Gasana remarked that the root causes had to

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9. Mr. Gasana, while taking note of Ambassador Khan's remarks, stated that the Government recognized the SOMA. He wished to point out, however, that the Government did not have the capacity to oversee the question of privileges and immunities for over five thousand UNAMIR officials. Contraventions to the SOMA were not deliberate he stated. He indicated that the problem of accommodation was well known and that the Government would seek a solution once the future number of UNAMIR forces and its mandate were known. Regarding payment of property rental, a law was being discussed by the National Assembly which would provide the legal framework to UNAMIR and other agencies to effect payments. Finally in response to the negative propaganda directed to UNAMIR by some local media sources, Mr. Gasana remarked that the root causes had to be investigated specially its social dimensions. He added that he would be consulting on the communications problem with his colleagues and would address the issue at a later meeting.

Minutes

Subject . . . SUMMARY

- at the Rwandan Foreign Ministry (correct name of)
1. The first meeting of the Presidential Joint Commission to review UNAMIR's mandate was held on Tuesday, 25 April 1995, at 12 noon. Representing the Rwandan Delegation were Emanuel Gasana, ^(see) Chef du Cabinet, President's Office; ^(of Frank / Mugambwe) Faustin Rusare, Chef du Cabinet, Minister of Interior; Felix Bagambiki, Chef de Division de la Cooperation Multilaterale; Telesphore Kagaba, Chef de Division, Information, Documentation et Archivage, Ministere des Affaires Etrangeres; Thacite Nyandwi, Prime Minister's Counsellor; Jean Damascene, Director of Cabinet, Prime Minister's Office.
 2. Representing UNAMIR were, ^{Armed Forces 7. (lead)} S.L. Khan, Special Representative of the Secretary General of the United Nations for Rwanda; Guy Tousignant, Force Commander; Hedi Annabi, Director, Africa Division, Department of Peace Keeping Operations, United Nations; Samuel Buo, Acting Executive Director, Office of the Special Representative; Isel Rivero, Special Assistant to the Special Representative; I. Minta, Legal Adviser of the Special Representative.
 - ✓ 3. After an exchange of greetings both sides expressed their desire to address the issue of a new mandate for UNAMIR in the spirit of cooperation and friendship. It was also agreed that issues related to the Status of Mission Agreement would be discussed as well. ^{see yellow page}
 4. The Joint Commission agreed to meet three times a week and it took note that the recommendations pertaining to the new mandate for UNAMIR would have to be ready prior to middle of May bearing in mind United Nations time table for the submission of reports to the Security Council. They also agreed to technical staff group meetings when necessary.
 5. The Representative of the Rwandan Government pointed out that any discussions on the future role of UNAMIR did not have to be conditioned by what the Security Council might consider palatable. Rather the Government and the people of Rwanda would seek to enlist the assistance of the Security Council in redefining UNAMIR's role after June 9th.

Isel Rivero, SA/SRSG

Faustin Rusare, CC/MI

After an exchange of greetings
both sides

Amr Sh. Kar - to Mr.

Annali undertook the importance of
completing the consultations before
mid-way. Amr^{Sh} Kar also requested
the Russian side to ~~present~~ state their
views on ~~the~~ the new mandate
underlining the fact that UNAMIR was
in Rwanda at the request of the
overseen govt. ~~that would not remain~~
~~but in Rwanda on the basis of~~

Mr Gasana expressed the hope that
discussions on the future role of UNAMIR
would not be continued, as what
the Security Council considered palatable
rather the govt and people of Rwanda
would seek to enlist the assistance
of the S-R to redefine UNAMIR's role etc

June 9. Mr. Gasama suggested that in view of the shortage of time the meetings should be more intensive. He also proposed that technical sub-groups could meet separately to speed up the negotiating process.

Mr. Kiron suggested that apart from the mandate the two sides could also discuss issues between UNAMIR and the govt that cumulatively were leading to unnecessary friction and that could be resolved expeditiously.

The Mandate Accordingly the two sides following ~~points~~ ^{points} are stated agreed of para 4 of Isel's note

b) Mr. Gasama ~~also~~ indicated that he would convey the govt's position on the mandate at the next

meeting of the commission.

Bilateral Issues

Amr Khan stated that the most important problem that was affecting relations between the two sides was SOHA. He also mentioned - - (Subjects)

Mr Sarma reported that there ~~was~~ the govt



The Special Representative of the Secretary General for Rwanda

The first meeting of joint Commission (on ~~Review of the~~
UNAMIR) to review the UNAMIR's mandate was held on -
at. // Representing the Rwandan delegation were
a (Leah) (Chairman) & c(d) etc - (Leah)
Representing UNAMIR were

~~It was agreed~~

After an exchange of courtesies greetings both
sides expressed their desire to stress the importance of the
new mandate in the spirit of co-operation and friendship.
It was also agreed that as S-C -