UNAMIR JANVIER GASASIRA 8 JULY 1995 - 21 AUG 1996

~~STRICTLY CONFIDENTIAL~~ DECLASSIFIED

~~EL/WG APR 2009~~ 01 AUGUST 2018

PLEASE RETAIN
ORIGINAL ORDER

UN ARCHIVES
SERIES S-1061
BOX 17
FILE 1
ACC. 1998/0276

UNITED NATIONS NATIONS UNIES

ASSISTANCE MISSION IN RWANDA MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

GAHIGI EPHREM (BOUGMESTRE, RWANTERU, RUSUMO) AND UNAMIR

Note to File

21 August 1996

UNAMIR had rented premises owned by the Commune of Rusumo from 8 July 1995 and were used as residential accommodation for the Ghanaian battalion. The original lease period was for 11 months at US$600 per month. However, the lease was terminated 15 days short of the eleventh month, for a total of US$6,300. The lease was terminated on 15 September 1995.

The only official payment voucher is for US$6,300. The other payment of $300 was purportedly made as shown in the computer print-out on file. The Release Form, a copy of which is on file, was signed on 1 September 1995.

This file is now closed.

Mtshana M. Ncube
Legal Officer

2.169-GASASIRA JANVIER
(BOURGMESTE,RWANTERU,
RUSUMO)

UNITED NATIONS NATIONS UNIES
ASSISTANCE MISSION FOR RWANDA MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR
INTEROFFICE MEMORANDUM
MEMORANDUM INTERIEUR

Date: 05 July 1996

Note to Mr Mtshana Ncube
Administration Legal Officer

Subject: Your Various Memoranda on Status of Legal Office Cases.

1 AMIRWANDA. Claim for rent arrears and return for a forklift.

The only document we have on the case as of this date 05 July 1996 is enclosed as Annex A.

2. Mr. Bitereye Vincent. The copy of the amendment to the contract changing the name of the lessor has been signed on 25 January 1996. Copy attached as Annex B.

3. Mr. Mbikeshimana Pierre Clement's claim for rent. The requisition # BM-ACC-950014 dated 26/12/95 was raised on ex-post-fact basis by Chief BMS to pay only one (1) month rent which we paid through direct expenditure. (Attached as Annex C, D & E are copy of the requisition and our request for payment and the release form) .

4. Rental payment to Hategekimana Gaspard. Finance Section is to provide the disbursement voucher as Procurement Section does not have control over rental of premises payment once the contract is signed and the Purchase Order obligated.

5. Mr. Gahigi Ephrem (bouguemestre). Rental payment. Same as para 4.

6. Sister Pierrette. Rental payment. Same as para 4.

7. Catherine Mukandekwe. Rental payment. Same as para 4.

9. Conseil General de Loiret. Same as para 4.

Received 5/7/96
MMN, LO

10. Mr. Munyampama Augustin. Rental of Peugeot 405, Reg No. 0450. Final payment has been made. Car owner's invoice for the final period up to 28 March 1996 attached together with Finance & Procurement vouchers as Annex F.

11. Magasins Generaux du Rwanda. Ground transportation parking lot. We don't have any contract with this company for ground transportation. Please clarify your request.

12. Refurbishing of the building previously occupied by UNAMIR Personnel - Robert Fimbel (PCFN) and 21 C Ethiobat. We have no file on this case. Please provide contract number or Lessor's name or other reference.

13 TST. Lease of workshop at Gikondo. We have no knowledge about this contract.

14. Rusomo Commune and UNAMIR. Release form being signed at the cash office please ask Finance to provide the copy. For payment voucher, refer to para 4.

15. Dr. Claudien KAMALINDI. Rental arrears. enclosed find a copy of the Purchase Order MIR5-2083 raised for payment purpose. For the payment voucher, please refer to para 4.

Prepared by .....

Cleared by .....

2169

UNITED NATIONS NATIONS UNIES

ASSISTANCE MISSION IN RWANDA MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

INTEROFFICE MEMORANDUM

Date: 17 June 1996

To: Mr. T. Balasubramanian
Officer-in-Charge Procurement Section

Mr. Paul McNeill
Chief Finance Officer

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

Subject: **Rusumo Commune and UNAMIR**

A release form was signed on 1 September 1995 by the Lessor. Could you please give us copies of documents showing that rent was paid. These are needed so that the file may be closed.

Regards.

Account Code: 552VRC0024 Accounting Period: ALL Journal Type: ALL Journal Source: ALL Incl.Allocated: Y Conv.Code: ALL
Incl. Archive : N

EX/AD: ALL Mand.: ALL OFF : ALL DA : ALL CUR : ALL

Account Code: 552VRC0024 Name: COMMUNE OF RUSUMO Type: CREDITOR

Account Period	Trans Date	Reference Due Date	Journal Type	Journal No.	Alloc Line	Base Amount	Other Amount	Analysis Codes EX/AD	Mand.	OFF	DA	CUR
21/1994	18/09/95	NY53009095	INV	0010624	104 P	6,000.00 C	6,000.00 C	USD		Rate		1.000000000
		18/09/1995* RENT FOR 1NOV 94 TO 31 AU						411		RN04		
21/1994	18/09/95	NY53009095	INV	0010624	106 P	300.00 C	300.00 C	USD		Rate		1.000000000
		18/09/1995* RENT 1SEP TO 15SEP 95						411		RN04		
21/1994	18/09/95	0000003058	SYSTM	0010768	1 P	6,300.00 D	6,300.00 D	USD		Rate		1.000000000
		18/09/1995* PAYMENT										
21/1994	Period Total					0.00						

Report Balance 0.00

END OF REPORT

UNITED NATIONS NATIONS UNIES

DISBURSEMENT VOUCHER

DATE	CHEQUE NO.	VOUCHER NO.
18-9-95	3058	NUS-30-09-095

OFFICE: UNAMIR - KIGALI

ORIGINAL (to be submitted to HQs)

PAYEE'S NAME AND ADDRESS: (For address of Staff Members or Experts, indicate Functional Title and Agency)

COMMUNE OF RUSUMO
BUTARE, RWANDA

DESCRIPTION	ACCOUNTS No.	AMOUNT
Payment of rent of a facility used by UNAMIR as residential accommodation for the D. COY GHANBATT from 1st Nov, 94 to 15th Sept, 95 as per minutes termination and lease signed on 15th Sept, 95.	RNA-30410-411	6,300.00
	0500017	(6,300.00)
AMOUNT PAYABLE $ 6,300.00		
-- Rent 01/11/94 - 31/08/95 = 10 months x $600 =		$6,000
Rent 01/9/95 - 15/9/95 = 1/2 mo x $600 =		300
Total Payable		$6,300
Authority: P.O. MIR51674		

CERTIFIED BY:	APPROVED BY:	PAYMENT RECEIVED:	DATE	US$ EQUIVAL
(Certifying Officer) W. V. CLIVE Certifying Officer UNAMIR	(Approving Officer)	(Signature of Payee)		6,300.00

IR 4621
552VRC0024

UNITED NATIONS NATIONS UNIES

ASSISTANCE MISSION IN RWANDA MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

INTEROFFICE MEMORANDUM

Date: 17 June 1996

To: Mr. T. Balasubramanian
Officer-in-Charge Procurement Section

Mr. Paul McNeill
Chief Finance Officer

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

Subject: **Rusumo Commune and UNAMIR**

A release form was signed on 1 September 1995 by the Lessor. Could you please give us copies of documents showing that rent was paid. These are needed so that the file may be closed.

Regards.

FORM NO.5

UNITED NATIONS NATIONS UNIES

ASSISTANCE MISSION IN RWANDA — MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

RELEASE FORM

1. I/~~We~~, the undersigned...BOUGMESTRE.....OF.....
...RUSUMO..COMMUNE.....~~o~~wner/authorised
representative of the owner, of premises/property .....
.....
..... located at..RWANTERU.....
....., do hereby acknowledge that the United Nations Assistance Mission in Rwanda (UNAMIR) has duly handed back to me, in good condition, the said premises/property upon termination of the rental contract.

2. In consideration of the above, I/We fully and finally release and forever discharge the United Nations, its insurance agents, officials, and employees, from any liability in connection with the above-mentioned premises/property, and further state that I/We fully release UNAMIR against any claims for rent or any other expenses or losses connected with the premises/property. I/We shall have no further claims, rights and actions against UNAMIR or its insurers, bankers and employees in respect of these premises/property, whether at present or in the future or hereafter arising, known or unknown to us, and of whatsoever nature they may be.

IN WITNESS WHEREOF, the undersigned have executed this instrument, on this day of 1995.

Owner/Authorised Representative:

Name ..GASASIRA..JANVIER...

Signature .....

Date .....September 1st, 1995

Representative of UNAMIR:

Name ILT. F. SALIFU.....

Signature .....

Date 1st September 1995

File/Case No. .....

REPUBLIQUE RWANDAISE
Commune RUSUMO

K/PO # MIR5 - 1674
Date: 08 July 1995

LEASE

between

COMMUNE OF RUSUMO

and

UNITED NATIONS ASSISTANCE MISSION IN RWANDA

THIS LEASE AGREEMENT made and entered into this 8th day of July 1995, by and between **Commune of Rusumo**, whose address is Butare, Rwanda, (hereinafter referred to as "**LESSOR**") and the UNITED NATIONS ASSISTANCE MISSION IN RWANDA, with its headquarters located in Kigali, Rwanda, (hereinafter referred to as "**UNAMIR**"), duly represented by Mr. Hugo Valdes, Chief Procurement Officer of UNAMIR.

WITNESSETH:

WHEREAS, Lessor is the lawful owner of certain real property, which real property is more particularly described herein, and has provided a post-civil war certificate of ownership attached hereto as Annex A; and

WHEREAS, UNAMIR desires to lease such real property for use by UNAMIR as residential accommodation for the D COY GHANBATT and for such other purposes as UNAMIR may desire.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **LEASED PREMISES**

Lessor leases to UNAMIR the following described premises: Two (2) buildings containing Twelve (12) rooms located in Rwanteru Village, Butare. The approximate size of the premises is 1,000 square meters.

2. **TERM**

a) The term of this Lease shall be for a period of twelve (12) months, commencing on 1st November 1994, and ending on 31th October 1995, continuing thereafter from month to month, all subject to UNAMIR'S right of renewal or termination of this Lease as herein provided.

b) UNAMIR shall have the option to extend this Lease under the same terms and conditions as are set forth herein by giving Lessor one month advance notice in writing to that effect.

3. **RENT**

UNAMIR shall pay to Lessor as rent for the entire Premises a rent of Six Hundred US Dollars (US$ 600.00) payable monthly, in advance, within five (5) business days following the commencement of each contractual month. The contractual month shall commence on the first day of each month and end on the last day of the same month. Six Hundred US Dollars (US$ 600.00), representing one (1) month's rent for the entire Premises shall be paid upon the signing of this Lease by parties; receipt of the first month's rent by Lessor is hereby acknowledged. In the event that UNAMIR occupies less space than stipulated in Article 1 of this Lease, the rent payment stipulated herein shall be prorated on the basis of the actual space occupied by UNAMIR, and no rent payment shall be due for space not actually occupied by UNAMIR.

4. **COVENANTS OF LESSOR**

Lessor agrees to the following:

(a) Lessor covenants that it has lawful title to the Premises, free and clear of all liens, mortgages and encumbrances, and that it has the right to make this Lease on the terms set forth herein.

(b) Lessor covenants that the Premises, including any parking space, may be lawfully used by UNAMIR for its intended use as described above.

(c) Lessor shall ensure that UNAMIR shall peacefully and quietly have, hold and enjoy the Premises for the term of the Lease without any unlawful interruption or disturbance.

(d) Lessor shall ensure that all entrances and driveways of the Premises shall be and remain intact and that UNAMIR shall enjoy uninterrupted access therefrom during the term of this Lease. If now existing access to the public streets and sidewalks shall be materially obstructed, UNAMIR shall have the option to terminate this Lease.

(e) Lessor undertakes to maintain the Premises, including all structural portions of the building, its entrances, public areas, corridors, stairways, windows and toilets in good condition and repair and Lessor shall maintain water, sewer and power connections to the Premises. For this purpose, Lessor shall have the right, upon reasonable notice to UNAMIR and at reasonable times, to enter, inspect and make any necessary repairs to the Premises and shall have the right to enter the Premises forthwith whenever necessary to make emergency repairs. If Lessor fails to perform required repairs, as reasonably demanded by UNAMIR, UNAMIR is authorized to make the repairs and deduct the cost from rental payments.

(f) In the event of any interruption or curtailment, whether due to strikes, mechanical difficulties or any other cause, of any service maintained or required to be maintained in the Premises, Lessor shall take such measures as may be necessary in the circumstances to restore the service without undue delay. UNAMIR shall have the right to a proportionate abatement of rent during the period of such interruption or curtailment.

5. **INSPECTION**

Prior to occupancy of the Premises by UNAMIR an inspection of the Premises shall be conducted by representatives of Lessor and UNAMIR and the state of repair of the Premises shall be recorded in a handover/takeover document to be signed by authorized representatives of Lessor and UNAMIR. The handover/takeover document shall be attached hereto as Annex B, which is made part hereof as is fully set forth herein. At the same time, representatives of Lessor and UNAMIR shall prepare an inventory stating the condition of the fixtures and appurtenances in the Premises. The inventory shall be signed by both parties and attached hereto as Annex C, which is made part hereof as if fully set forth herein.

6. **UTILITIES**

Electricity will be provided by a UNAMIR generator, and water will be provided by BROWN & ROOT Service Corporation during the term of this Lease.

7. **TERMINATION**

Notwithstanding any other provision in this Lease agreement, UNAMIR shall have the right to terminate this Lease, upon giving 30 days written notice to Lessor, in the event of a retrenchment of the military or civilian strength of UNAMIR, or for any other reason whereby the continued occupancy of the Premises is deemed unwarranted by UNAMIR. In any event, Lessor shall only be entitled to the payment of rent up to the date UNAMIR surrenders the Premises to Lessor.

8. **ALTERATIONS AND ADDITIONS**

UNAMIR shall have the right to make alterations, erect additions and structures, attach fixtures and signs and to affix flagstaffs and insignia outside, inside or upon the Premises, provided they shall not be detrimental to or inconsistent with the rights of neighbouring premises, which additions, structures, fixtures and signs so placed in or attached to the Premises shall be and remain the property of UNAMIR and may be removed therefrom by UNAMIR prior to or within a reasonable time after the expiration of the term of this Lease; and UNAMIR, if so required by Lessor, shall remove any or all such alterations, additions, structures, fixtures and signs upon written demand by Lessor, made at least thirty (30) days before the expiration or termination of this Lease.

9. **FIRE CLAUSE**

Should the premises be destroyed by fire or any other cause, or be so damaged as to render them unfit for UNAMIR'S use and occupancy, then this Lease shall terminate on the date of such destruction or damage, and all rental not accrued shall be returned to UNAMIR. Should the premises be partially destroyed or damaged to the extent that a portion of the Premises is unfit for UNAMIR'S use, the rent shall be apportioned on a per square metre basis, with the area destroyed being proportioned to the area of the entire Premises, and Lessor shall repair the damage, at Lessor's sole expense.

10. **INDEMNIFICATION AND INSURANCE**

a) Lessor shall indemnify, hold and save harmless and defend, at its own expense, UNAMIR, its officials, agents, servants and employees from and against all demands, claims, suits and liability of any nature or kind related to the use of the Premises by UNAMIR.

b) Lessor shall provide UNAMIR with riders, naming UNAMIR to any and all insurance policies related to the Premises, before the signing of this Lease. Such riders, if any, shall be attached hereto as Annex D.

11. **ASSIGNABILITY**

UNAMIR shall not transfer, assign or sublet the Premises or any part thereof without written consent of Lessor, which consent shall not, however, be unreasonably withheld, and when given to a transfer, assignment or sublease, said consent shall relieve UNAMIR of all obligations under this Lease upon consummation of the transfer, assignment of sublease.

12. **RIGHTS AND REMEDIES**

In the event Lessor does not fully comply with any of the provisions of this Lease, or acts or omits otherwise in material breach of the provisions of this Lease, UNAMIR shall have the right, at its sole discretion, to either terminate this Lease without previous notice or to take any other measures which it may deem necessary to establish the conditions contemplated in this Lease, all at the sole cost and expense of Lessor. In any event, the rights and remedies provided by this Lease are cumulative, and the use of any right or remedy by UNAMIR shall not preclude or waive the right of UNAMIR to use any or all other remedies.

13. **ARBITRATION**

Any controversy or claim arising out of or in connection with this Lease or any breach thereof, shall, unless it is settled by direct negotiations, be settled in accordance with the UNCITRAL Arbitration Rules. Such arbitration shall be conducted under the auspices of the International Chamber of Commerce (ICC) which shall also serve as the Appointment Authority under the Rules. The parties agree to be bound by any UNCITRAL arbitration award rendered as the final adjudication of any such controversy or claim.

14. **PROVISIONS BINDING**

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

15. **ENTIRE AGREEMENT**

This Lease contains the entire agreement between the parties hereto, and no agent, representative or officer of Lessor has the authority to make or claim to have made any statement, agreement or representation, either oral or written, in connection therewith, which would modify, add to or change the terms and conditions herein set forth. No dealings between the parties, past or future, or actions by any party shall be construed as a modification of the terms and conditions hereof. No modifications to this Lease shall be binding unless such modifications shall be in writing and signed by the parties hereto.

OTHER PROVISIONS

16. Nothing contained in this Lease shall be deemed a waiver, expressed or implied, of any immunity from suit or legal process, or of any privilege, exemption or other immunity enjoyed by UNAMIR, whether pursuant to the Convention on the Privileges and Immunities of the United Nations or other Convention, Law or Decree of international or national character or otherwise.

17. Lessor shall be solely responsible for the payment of any and all taxes and any other charges of a public nature which are or may be assessed against the Premises and other parts of the property in which it is located. Lessor shall pay any stamp duties for and taxes or levies on this Lease.

18. The person signing this Lease on behalf of Lessor warrants that he is legally and duly authorized to enter into contractual commitments on behalf of Lessor with UNAMIR.

IN ACCEPTANCE WHEREOF, the parties hereto have signed this Lease.

COMMUNE OF RUSUMO

By: _____

Name: _____

Date: _____

UNITED NATIONS ASSISTANCE MISSION IN RWANDA

By: _____

Name: Mr. Hugo Valdes

Title: Chief Procurement Officer

Date: _____

ANNEX "A"

N/A (COMMUNE PROPERTY AS PER LEASE OFFER BEARING THE SEAL OF THE COMMUNE).

ANNEX "B"

N/A (PROPERTY ALREADY OCCUPIED BY THE SENBATT)

ANNEX "C"

N/A (THE PREMISES NOT FURNISHED)