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dw-033 b/r

TO: KITTANI/GOULDING, UNATIONS, NEW YORK

INFO: GHAREKHAN, UNATIONS, NEW YORK

FROM: For KHAN, UNAMIR, KIGALI

DATE: 30 JANUARY 1996

NO.: MIR - 260

NO. OF PAGES: 2

SUBJECT: UNAMIR's occupation of the "Belgian Village"

1. Reference is made to my MIR.143 of 18 January 1996 on the above subject.
2. After consultation with his Headquarters, the Ambassador of Belgium is of the view that the matter is a bilateral issue which should be solved between the two Governments. He has therefore requested an appointment with the Vice President and Minister of Defence and will keep us informed of the outcome.
3. In view of the above, we have agreed on the terms of the attached letter as a reply to the Government's communication of 10 January 1996. I will keep you informed of further developments.
4. Best regards.



Chd-033 b/z

Kigali, 29 January 1996

Sir,

On behalf of the Special Representative of the Secretary General of the United Nations, I have the honour to acknowledge, with thanks, receipt of your letter of 10 January 1996 concerning the "Belgian Village" at Nyarutarama.

As discussed with Mr. Claude Dusaidi on 23 and 25 January, UNAMIR immediately referred the matter to the Ambassador of Belgium.

The Ambassador has now advised that he would soon discuss the issue with the Government.

Please accept, Sir, the assurances of my highest consideration.

Wilfrid de Souza
Acting Chief of Mission

Mr. Andrew Rwigamba
Lt. Colonel
Director of Cabinet
Minister of Defence
Kigali (Rwanda)

cc. Mr. Claude Dusaidi



CAN 019

OUTGOING CODE CABLE

TO: KITTANI/GOULDING/HANSEN, UNATIONS, NEW YORK

FROM: For KHAN, UNAMIR, KIGALI

DATE: 18 JANUARY 1996

NO.: MIR 143

NO. OF PAGES: 4

SUBJECT: UNAMIR's occupation of the "Belgian Village"

1. By a letter dated 10 January 1996, copy of which is attached, the Director of Cabinet of the Ministry of Defense has given notice that UNAMIR should vacate the "Belgian Village" within a month.

2. The Belgian village was made available to UNAMIR by the Ambassador of Belgium in July 1994 to provide accommodation for the SRSG, the Force Commander, the Executive Director, the Deputy Force Commander and other high ranking military personnel. The 1994 understanding was formalized through an agreement signed by the Ambassador of Belgium and the Force Commander on 29 April 1995 (copy attached).

3. At no time was the Government involved in the deal until 10 January 1996 when, at our weekly meeting with the Rwandan team on UNAMIR, Mr. Dusaidi raised the question of UNAMIR's occupation of the "Belgian village". Our reply and Mr. Dusaidi's comments as reported in the minutes of that meeting were as follows:

"In response to a query raised by Mr. Dusaidi at a previous meeting regarding the Belgian Village contract, SRSG informed that the Force Commander Gen. Dallaire and the Belgian Military had concluded an agreement to enable UNAMIR to repair and use the facilities. It was expected that following UNAMIR's withdrawal, other United Nations programmes such as Human Rights and the International Tribunal would wish to take-on the accommodations.

/...

UNAMIR
18 JAN 1996 P 12:32

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Mr. Dusaidi explained that a previous agreement had been concluded between the Rwandese Ministry of Defence and the Government of Belgium. Unfortunately, the Belgian Government had not consulted the Government of Rwanda and any future use of the Belgian Village would have to receive the Rwandan Government's approval."

4. The letter of the Director of the Cabinet of the Ministry of Defence referred to above was received two days after that meeting. That letter was immediately brought to the attention of the Ambassador of Belgium who failed to agree with the Rwandan Government's interpretation of the agreement signed between the Belgian Government and the former Rwandan Government.

5. The Ambassador advised that we should wait until he receives a reply from his Government before we answer the Rwandan Government's letter. He expected the reply of his Government by the end of this week. We will keep you informed.

6. Best regards.

REPUBLIQUE RWANDAISE
REPUBLIC OF RWANDA



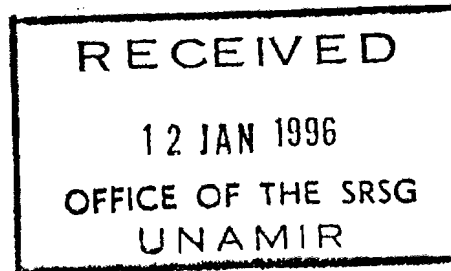
VICE-PRESIDENCE DE LA REPUBLIQUE ET
MINISTÈRE DE LA DEFENSE NATIONALE
CABINET DU VICE-PRESIDENT

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

REF: 687/DEF/408/L/002.

APC
FD
CAO
12.1.96

10th January, 1996



THE SPECIAL REPRESENTATIVE
TO THE SECRETARY GENERAL
OF UNITED NATIONS TO
RWANDA

RE: THE BELGIAN VILLAGE AT NYARUTARAMA

Under the Agreement between the Kingdom of Belgium and the Government of Rwanda, the houses at Nyarutarama village are managed by the Ministry of Defence of Rwanda everytime they are not occupied by the Belgian Military personnel. The houses are supposed to be occupied by the Belgian personnel under the Rwanda- Belgian Military Cooperation.

We are under pressure to regain the houses and to request UNAMIR to vacate within one month from now.

This is because we would like to house a team coming to train our Army.

Yours Sincerely,

ANDREW RWIGAMBA
LT. COL.
DIRECTOR OF CABINET
MINISTRY OF DEFENCE

This is rather abrupt. we may talk up with Belgian Amb.

Reçu le 12 JAN. 1996

Discussed with
Ambassador. Status quo
many on line.

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28.9



ENTRE Le Ministre de la Défense nationale du Royaume de Belgique, représenté par L'Ambassadeur de Belgique à KIGALI, République rwandaise, désigné ci-dessous comme "le MDN",
d'une part

ET Le Commandant de la MINUAR à KIGALI, désigné ci-dessous comme "La MINUAR",
d'autre part,

*SOUHAITANT, A LA DEMANDE DE LA MINUAR, OFFICIALISER L'ENGAGEMENT PRIS EN
JUILLET 94, IL EST CONVENU CE QUI SUIT*

ARTICLE PREMIER:

Le MDN, agissant en qualité de propriétaire des bâtiments et de superficiaire des terrains met à la disposition de la MINUAR jusqu'à la fin de sa mission l'ensemble des bâtiments, installations et terrains constituant le complexe connu sous le nom "village belge de NYARUTARAMA" à KIGALI.

ARTICLE II:

Le MINUAR s'engage:

1° à restituer les biens décrits à l'article premier à la première demande de MDN prenant effet trois mois après sa notification. Les biens seront remis, libres d'occupation, dans l'état où ils se trouvaient lors de l'entrée en jouissance ;

2° à n'accorder aucun droit d'aucune sorte sur tout ou partie des biens mis à sa disposition à des personnes, physiques ou morales, ne relevant pas de son organisation ;

3° à entretenir les lieux en bon père de famille, assurer toute espèce de réparation et supporter les charges inhérentes à l'occupation.

ARTICLE III:

La mise à disposition qui fait l'objet du présent contrat est consentie à titre gratuit et sans garantie d'aucune sorte de la part de MDN.

ARTICLE IV:

Toute contestation relative au présent accord sera réglée à l'amiable entre parties.

Faite en double exemplaire à KIGALI, le 29 avril 1995

Reçu le 29 SEP. 1995

L'Ambassadeur de Belgique

Le Commandant de la MINUAR

Noté 1/1