

PLEASE RETAIN
ORIGINAL ORDER

DECLASSIFIED ~~STRICTLY CONFIDENTIAL~~
01 AUGUST 2018 ~~EL/WG APR 2009~~

UNARCHIVES

SERIES S-1061BOX 12FILE 7ACC. 1998/0276



UNHRCFOR and Mr. Felix Gatera

Note to File

4 September 1996

The Legal Office was asked by the United Nations High Commission for Human Rights Field Operations in Rwanda to draft a contract for them with respect to a property owned by Mr. Felix Gatera.

The contract was duly signed by the parties.

This file is now closed.

A handwritten signature in dark ink, appearing to read "Mtshana M. Ncube". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mtshana M. Ncube
Legal Officer

LEASE AGREEMENT

between

FELIX GATERA

and

HIGH COMMISSION FOR HUMAN RIGHTS IN RWANDA

This agreement entered into between the **Mr. Felix Gatera**, (hereinafter referred to as the "Lessor"), of the Gitesi Commune in Kibuye, and the **High Commission for Human Rights in Rwanda** (hereinafter referred to as the "Lessee"), whose address is Avenue des Lacs, ETC Building, Kigali, Rwanda. The Lessee shall be represented by Mr. William Clarence, Chief of Human Rights Field Operations, Rwanda.

WITNESSETH

WHEREAS the Lessee requires suitable space to be used as offices;

AND WHEREAS the Lessor owns premises located in Bwishyura, on Cyumbati Road (House No. 4 from the intersection) in Kibuye, and more fully described in paragraph 4.00 hereunder (hereinafter referred to as the "premises");

AND WHEREAS the Lessor is ready, willing and able to lease the same, and has provided the Lessee with an ownership attestation;

NOW, THEREFORE, the parties hereto agree as follows:

The Term of the Lease

1.00 The term of the lease is one (1) year, commencing on 1 March 1995 and ending on the last day of February 1996, renewable automatically unless either party gives notice of termination in writing at least one month before the expiry date.

2.00 Both the Lessor and the Lessee shall be entitled to cancel the present agreement by giving one (1) month's written notice. Moreover, should the Lessee's mandate in Rwanda be terminated at short notice for any reason whatsoever the Lessee shall be entitled to cancel the present agreement by giving two (2) weeks' notice.

The Rental Cost

3.00 The rent shall be 40,000 FRW (Forty Thousand Rwandese Francs) per calendar month, which includes 10,000 FRW for guards, payable in advance by the 5th day of each month, for a total of 480,000 FRW.

The Premises

4.00 The premises consist of: 5 rooms covering 40 square metres, two tables and two chairs.

The condition of the premises at the time of Take-Over:

5.00 The Lessor shall let to the Lessee the above-mentioned premises in a habitable condition.

Maintenance of the Premises

6.00 The Lessee undertakes to ensure the careful upkeep and maintenance of the property and to return it in good condition. He shall not, however, be held responsible for any depreciation of the property through normal wear and tear.

7.00 The Lessor shall solely be responsible for paying all taxes, remunerations, assessments and all other expenses in connection with the premises being leased by the Lessee. The Lessee shall be responsible for the payment of water, gas and electricity bills in accordance with the actual amounts consumed. The Lessee shall also be responsible for the telephone bills and the regular cleaning and upkeep of the premises.

8.00 The Lessor undertakes not to dispossess the Lessee (either personally or through agents) out of the premises leased to it.

9.00 In the event that the premises or any part of the premises thereof are damaged by fire which is not caused by the Lessee or its personnel, or by force majeure (acts of God), the Lessee shall give immediate notice thereof to the Lessor and this Lease Agreement shall continue in full force and effect except as hereinafter set forth:

- (a) If the premises are partially damaged or rendered partially unusable by fire or by the act of God, the damages thereto shall be repaired by and at the total expense of the Lessor. The Lessee shall then only pay rent proportionate to the part of the premises that can be beneficially and fully utilized by it. However, should the Lessor fail to repair the damage within fifteen (15) days from such occurrence, the Lessee shall have the option to terminate the lease forthwith and to recover

any rent paid beyond the date of such termination.

- (b) If the premises are substantially damaged or rendered unusable by fire or the act of God, then the Lessee shall have the option to terminate the lease outright and to recover any rent paid for the period beyond the date of such termination.

10.00 The Lessee shall not be responsible for any damage to the premises or loss to furniture and fixtures arising from circumstances, acts or conditions beyond its control, or from force majeure. In this case force majeure shall mean acts of God, laws and regulations, industrial disturbances, acts of war, civil disturbances, and any other similar acts, circumstances, or conditions beyond the Lessee's control.

Vacation of Premises

11.00 Upon expiration or termination of the present or the renewed Lease Agreement, the Lessee shall vacate and surrender to the Lessor these premises in a broom-clean condition and in a state of order not worse than when it was first received, ordinary wear and tear excepted.

Termination of Lease

12.00 In the event of the Lessee's mandate being terminated or unforeseen personnel redeployments necessary within a mandate period, the Lessee shall retain the right to provide one month notice of early termination of the Agreement. Rent shall only be payable up to the date the premises and keys are returned to the Lessor.

Alteration of the Premises

13.00 The Lessee shall not make any structural alterations to the premises. Minor alterations shall be done only after obtaining the prior written consent of the Lessor.

Reasonable Right of Access to the Premises

14.00 The Lessor, or his/her representative, shall have the right to enter the premises at any reasonable time in order to inspect its condition and/or to effect repairs therein or to show it to potential tenants and/or buyers in the last two months of the lease period provided that at least two days of advance written notice is given to the Lessee.

General Conditions

15.00 Any notice which the Lessor is to give to the Lessee or the Lessee is to give to the Lessor shall be deemed to have been

validly given if sent by registered letter to the respective addresses indicated in the preambular paragraph of this Lease Agreement, or if delivered by them or by their agents at such addresses indicated above. Such notices shall be deemed to have been received by either party five (5) days after posting by registered mail or on the day the notice was delivered by hand.

16.00 Nothing in this Agreement shall constitute or be construed as a waiver of the Privileges and Immunities of the United Nations of which the Lessee is a part.

17.00 No amendment to or variation in this Agreement shall be valid or enforceable against the Lessee unless it is signed by the Chief Procurement Officer, the Lessee or his appointed representative.

18.00 Any dispute or disagreement between the parties to this Agreement which cannot be settled by mutual agreement shall be submitted to arbitration in accordance with the UNCITRAL Arbitration Rules.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement at Kigali.

By Lessor GATARA Felix For Lessee B. ERNARD FOUME

on the day of 5/4/1995 on the day of 12/04 1995

By [Signature] By [Signature]

As Witness:

MUNYAMUKUNJISA Claude

As Witness:

Marsambo Fall Sak [Signature]

Date: 5/4/95 [Signature]

Date: 12/04/95

16:03 '95 16:37

11234

FRAFBATT 4B

5

PREFECTURE: KIBUYE
COMMUNE : GITESI

THIS IS TO TESTIFY THAT THE PROPERTY LOCATED AT
NO 4, CYMBATI RD, BWISHYURA IN KIBUYE IS OWNED BY MR FELIX GATHIRA.
THIS PROPERTY WILL BE USED AS AN OFFICE BY THE HUMAN RIGHTS FIELD
TEAM.

COMPLETED IN KIBUYE, MARCH 16TH 1995

Bourgmetsi de la Commune



**UNITED NATIONS ASSISTANCE MISSION FOR RWANDA
REQUISITION FOR SUPPLIES**

Requisition No: HRPRO006/95

Date: 2ND MARCH 1995

TO: PROCUREMENT SECTION
ATT: _____

FROM: HRFOR TEL 11210

DELIVER TO: B. FOUCHE

APPROVED BY: B. FOUCHE
ADMIN/CERTIFYING OFFICER

THIS BLOCK FOR USE OF CONTRACT,
PURCHASE OR BMS UNITS

Case No.: _____

Acc. No.: R Y B 28032

Date Charged: _____

ITEM NO.	STOCK NO.	DESCRIPTION	UNIT	QUANTITY REQUIRED	QUANTITY ISSUED	UNIT COST	TOTAL COST
1		THIS REQUISITION IS RAISED	12			40000FRW	480000FRW
		TO INITIATE CONTRACT					
		NEGOTIATIONS FOR THE					
		RENTAL OF A BUILDING OWNED					
		BY MR FELIX GATERA					
		SITUATED AT BWISHYURA					
		NO.4 CYUMBATI RD. KIBUYE					
		THERE ARE 5 ROOMS COVERING					
		40SQ.METERS WITH 2 TABLES					
		AND 2 CHAIRS .THE RENT IS					
		40000FRW./MONTH INCLUDING					
		10000FRW FOR GUARDS. THE					
		LEASE TERM IS ONE YEAR FROM					
		1ST MARCH 1995.THE BUILDING					
		WILL BE USED BY THE LOCAL					
		TEAM OF HRFOR AS OFFICES.					
		SEE ATTACHED DOCUMENTS					
		FOR FURTHER DETAILS.					
							480000FRW

ORIGINATOR REF:

SPECIAL/DELIVERY

INSTRUCTION:

CERTIFYING OFFICER: B. FOUCHE

CHIEF ADMINISTRATIVE CELL.

ACCOUNT NO. RYB 28032

M.O.D NO. 42505194

OBJECT OF EXPENDITURE: 411 RENTAL OF PREMISES.

**INITIALLY TWO CHEQUES EACH REPRESENTING ONE MONTHS RENT SHOULD BE ISSUED TO MR FALL MASSAMBA WHO
ADVANCED MONEY, AND MR FELIX GATERA RESPECTIVELY.**

Receipt is acknowledged
of the quantity issued

NAME: _____

13/03 '95 14:33

11234

FRAFATT 4B

TRANSMISSION PAR TELECOPIE

Pour : B. Fouché
De : Equipe de Kibuye
Objet : Contrat de location d'un bureau
Date : 13 mars 1995
Page(s): 1

n° fax 11212

Le contrat de location pour le bureau de
l'équipe des DNT de l'enceinte de Kibuye
peut être passé au nom de

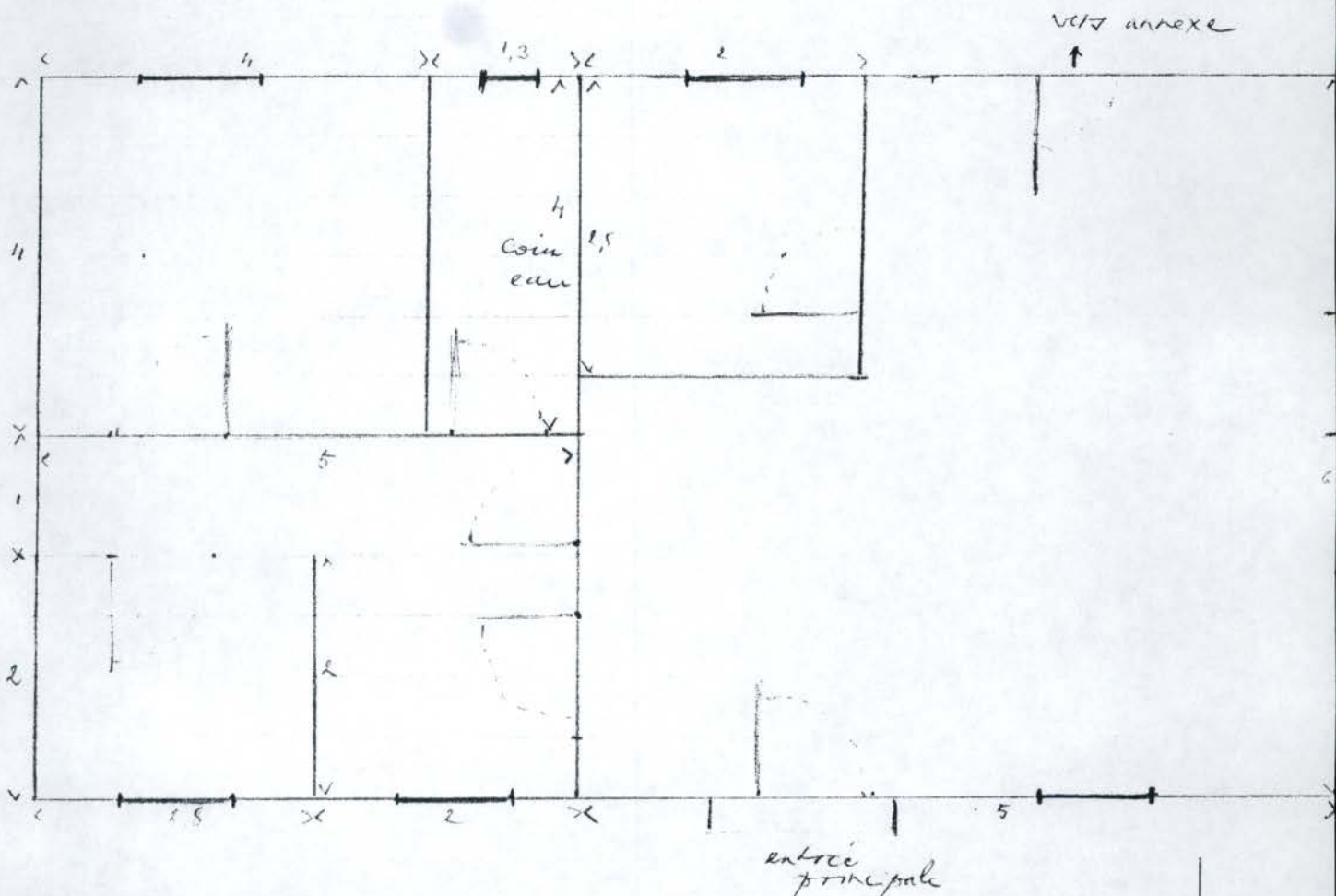
Monsieur le Comptable

Félix (GATERI).
Claude NUYANDIKUISA
Comptable de
la commune

13/3/1995

Bureau de Kibuye

- Situation : Sire Z 721 , feuille 21 KIBUYE
GRID n° 276712 (% maison : 277713)
- nombre de pièces : 5 pièces + un coin eau + corridor
- accès en voiture malaisé : chemin rocailleux, pente
- hauteur de plafond : ~ 2 m 50 dans toutes les pièces
- test : - double pente , faite au centre (bât. principal)
- pente simple (annexe).
- Dimensions : - bât. principal : ~ 11 x 6 m
- annexe : ~ 10 x 2,5 m
- fenêtres : grillagées 1,2 x 1,2 m (annexe 0,5 x 0,5)
- portes : 1,4 x 1 m (annexe 1,6 x 0,6)



Plan on site. *[Signature]*

Coucoucou
N° 1



Préfecture de Kibuye
Commune de Gitesi

N°

Objet:

ATTESTATION de Propriété

Je soussigné Monsieur GATIERA Félix
Bourgmestre de la commune GITESI, préfère
de KIBUYE, déclare que la maison nise à
BwISHYURA, rue CYUMBATI (Maison No 4 à
Partir du carrefour) mise en location pour
servir de bureau à l'équipe des droits
de l'homme de KIBUYE. Constitue le patrimoine
de la commune et par conséquent, est sous
ma responsabilité.

En fin de quoi cette attestation est
établie pour servir et valoir ce que de droit.

Le Bourgmestre de la
commune de GITESI,
GATIERA Félix

P/O Le Comptable communal
NUNYANARWISA Claude

16:03 95 16:37

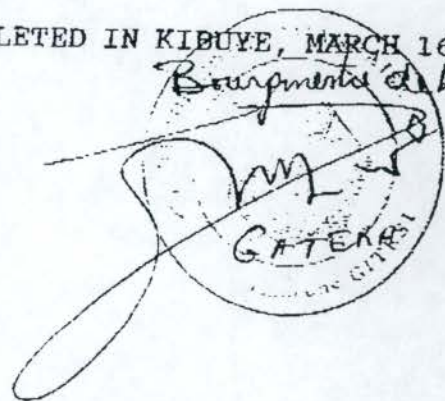
11234

FRAFATT 4B

PREFECTURE: KIBUYE
COMMUNE : GITESI

THIS IS TO TESTIFY THAT THE PROPERTY LOCATED AT
NO 4, CYMBATI RD, BWISHYURA IN KIBUYE IS OWNED BY MR FELIX GATHRA.
THIS PROPERTY WILL BE USED AS AN OFFICE BY THE HUMAN RIGHTS FIELD
TEAM.

COMPLETED IN KIBUYE, MARCH 16TH 1995

Bourgmestre de la Commune

The stamp is circular with the text "GITESI" at the bottom and "COMMUNE DE KIBUYE" around the perimeter. A handwritten signature is written across the stamp.