

PLEASE RETAIN  
ORIGINAL ORDER

UNCLASSIFIED  
EL/WG APR 2009

## UNARCHIVES

SERIES S-1120  
BOX 14  
FILE 5  
ACC. 1998/0278

## ROUTING SLIP

## FICHE DE TRANSMISSION

TO: A: Mr. Dao		
FROM: DE: Wilfrid de Souza <i>WS</i>		
Room No. - No de bureau	Extension - Poste	Date 31/10/95
FOR ACTION		POUR SUITE A DONNER
FOR APPROVAL		POUR APPROBATION
FOR SIGNATURE		POUR SIGNATURE
FOR COMMENTS		POUR OBSERVATIONS
MAY WE DISCUSS?		POURRIONS-NOUS EN PARLER ?
YOUR ATTENTION		VOTRE ATTENTION
AS DISCUSSED		COMME CONVENU
AS REQUESTED		SUITE A VOTRE DEMANDE
NOTE AND RETURN		NOTER ET RETOURNER
FOR INFORMATION		POUR INFORMATION


Please coordinate with the CAO.



UNITED NATIONS RWANDA EMERGENCY OFFICE  
BUREAU D'URGENCE DES NATIONS UNIES POUR LE RWANDA  
(UNREO)

Reçu le 27 OCT, 1995

**MEMORANDUM**

<b>To:</b> Ambassador Shaharya Khan SRSG	<b>Date:</b> 26 Oct 1995  <b>File:</b>
<b>From:</b> Randolph C. Kent  Special Advisor to the SRSG	<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>RECEIVED</b>          27 OCT 1995          OFFICE OF THE SRSG          UNAMIR       </div>
<b>Subject:</b> [1] CASTORS CONSULTANTS CONTRACT & CERF [2] CONTRACT FOR MR. EDDY OLER	

[1] Attached, please find a contract between Castors Consultants and UNAMIR for the services of Mr. Allert Schokker. As you will see from a copy of the fax that I sent to Shaukat Fareed on 24 October, this contract is consistent with previous arrangements to which we had agreed in September.

I feel that there should be no problem in signing the contract. If you feel the same, then may I ask if a copy of the contract could be forwarded to Mr. Suke Hasegawa who, on behalf of UNDP, will be covering the contract payment until we can reimburse UNDP through the CERF.

[2] Please see attached memorandum of 18 October that I sent to Shaukat Fareed concerning Mr. Oler's contract for the prison project. Shaukat, in response, felt that the proposed contract should be handled through UNAMIR. Therefore, in light of the importance of having a strong and effective Prison Team leader, I would urge that rapid action be taken to provide Mr. Oler with a contract at a P4/P5 level. I firmly believe that Mr. Oler not only deserves this level, but also that he will need it in his dealings with the very hierarchy-conscious world of the UN.

*note*  
OLER is a  
SM with  
UNAMIR already.

c/o UNDP Compound - B.P. 445 - Kigali - Rwanda  
Telephone (250) 73316 - Fax (250) 72951 - Satphone (871)137 0660 - Satfax (871)137 0661

*27.10.95*

You will find in the attached *Proposed Estimate Costing for the CERF* that resources have been allocated for a P5 post, viz, project administrator. Therefore, may I suggest that the funds allocated in the proposal be transferred to FALD for the payment of Oler's contract.

Please let me know if I can be of any assistance to you on those matters noted above. In the meantime, best regards.

A handwritten signature in dark ink, appearing to be "C. Smith", written over a horizontal line.



UNITED NATIONS RWANDA EMERGENCY OFFICE  
BUREAU D'URGENCE DES NATIONS UNIES POUR LE RWANDA  
(UNREO)

**FACSIMILE MESSAGE**

<b>To:</b> Mr Shuakat Fareed Director DHA-New York  <b>cc:</b> Mr. Manual da Silva/ Charles Petric DHA-New York Ms Debbie Saidy	<b>Date:</b> 18 Oct 1995  <b>File:</b>  <b>Total Pages:</b>
<b>From:</b> Randolph C. Kent UN Humanitarian Coordinator Kigali, Rwanda	
<b>Subject: SRSG's Prison Team Manager</b>	

I THINK WE HAVE FOUND THE PERFECT CANDIDATE TO REPLACE MICHAEL ELMQUIST AND TO CONTINUE TO DRIVE THE SRSG'S PRISON TEAM, NAMELY, MR. EDDY OLER.

HE IS "PERFECT" IN A COUPLE OF RESPECTS. HE WORKED CLOSELY WITH MICHAEL AS A MEMBER OF THE TEAM. HE HAS BEEN RESPONSIBLE FOR ALL UNAMIR CONSTRUCTION OUTSIDE KIGALI FOR THE PAST YEAR. HE IS A VERY KNOWLEDGABLE ENGINEER, WITH CONSIDERABLE CONSTRUCTION EXPERIENCE. HE KNOWS RWANDA WELL, AND ALSO HAS LINKS WITH A HOST OF LOCAL CONTRACTORS. HE IS BRIGHT AND PERSONABLE WITH SOUND MANAGEMENT EXPERIENCE. AND, HE IS PRESENTLY EMPLOYED THROUGH FIELD OFFICE DIVISION, WHICH I BELIEVE YOU FELT COULD HELP US FINANCIALLY.

AS USUSAL, TIME IS A CRITICAL FACTOR. I BELIEVE WE SHOULD GET HIM ON BOARD AS SOON AS POSSIBLE AT THE P4/P5 LEVEL.

ATTACHED, PLEASE FIND OLER'S TERMS OF REFERENCE AND CURRICULUM VITAE. ALL OTHER PAPERWORK, VIZ, P11, SHOULD BE WITH FOD.

LOOK FORWARD TO YOUR RESPONSE.

BEST REGARDS.



## REIMBURSEBLE LOAN AGREEMENT

between

CASTORS CONSULTANTS B.V.B.A.

and

UNITED NATIONS

- I. This is to confirm the agreement between MESSRS. CASTORS CONSULTANTS, address: JOSEPH II STRAAT 34, B-1040 BRUSSELS, BELGIUM, (releasing agency) and UNAMIR to provide the services of Mr. Allert Schokker as Consultant to assist the Advisory Team on Prison Issues of the Secretary General's Special Representative on Prison Issues, for 21 working days from 2 October to 23 October 1995.
- II. The all-inclusive amount (i.e. remuneration, DSA, air travel including local travel between Brussels and Rwanda and any other costs which may be incurred) of US\$ 16,625 gross for 21 working days and will be transferred to (CASTORS CONSULTANTS) by UNAMIR upon completion of assignment and upon certification by UNAMIR that services have been satisfactorily completed.
- III. This agreement comes into effect on 2 October 1995 and expires on 23 October 1995. It may be extended in accordance with the requirements of the project and upon agreement in writing by the parties.
- IV. The releasing agent (CASTORS CONSULTANTS) shall assume all legal and financial obligations for the individual providing the services and shall indemnify and hold harmless the executing agent from any liability to third parties which may arise from any action of such individual not specifically authorized by the executing agent. The executing agent shall not be constructed to have entered into any contractual relationship directly with the individual providing the services. The individual shall not be exempted from taxation by virtue of this agreement and shall not be entitled to reimbursement of any taxes which may be levied on the remuneration received.
- V. The executing agent reserves the right to evaluate the technical competence of the individual providing the services and will have the right to inform the releasing organization whenever the requirements of the project are not being met. The releasing organization will be responsible to the executing agent for the discharge by the individual of his or her assigned duties and for ensuring that the services provided meet with the necessary standards. If necessary, the individual performing the services will be replaced in accordance with paragraph IX of the agreement.
- VI. The title rights, copyrights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested exclusively in UNAMIR.
- VII. The individual(s) shall not make use of any unpublished or confidential information, made known to him or her in the course of performing his or her duties under the terms of this

agreement, except upon authorization of the executing agent. This provision shall remain in force after the expiration or rescission of this agreement.

- VIII. If the individual(s) is(are) required to undertake travel in furtherance of Project objectives, the necessary arrangements shall be made by (CASTORS CONSULTANTS) with the prior agreement of the executing agency and shall defray the necessary expenses in line with current practice in the country concerned. The executing agent shall reimburse such expenses upon presentation of proper certified record of expenditure, provided that the travel occurs within the country and that the expenses incurred do not exceed what would have been expended for United Nations personnel in travel status in the country concerned
- IX. Should the services of the individual(s) provided by CASTORS CONSULTANTS) not be satisfactory, the executing agent reserves the right to give (CASTORS CONSULTANTS) 7 days notice should it wish to withdraw the services of the individual(s) made available. This agreement may be terminated before the expiration set forth in paragraph III above whenever a project is cancelled, or revised, in accordance with established UNDP policies and procedures for revision in agreement with the parties to the agreement.
- X. Either party may rescind this Agreement at any time by giving the other party 7 days notice in writing of its intention to do so.
- XI. Any claim or dispute relating to the interpretation or the execution of the present agreement, which cannot be settled amicably, shall be settled by binding arbitration. The arbitration panel shall consist of an official nominated by (CASTORS CONSULTANTS), a representative of the executing agent and a Chairman agreed by the two of them.
- XII. A third copy of this agreement and the attachment duly signed by the parties shall be provided by (CASTORS CONSULTANTS) to the individual(s) as part of its contractual obligations under this agreement instructions flowing therefrom.

---

On behalf of the  
releasing organization

---

On behalf of the  
executing agency (UNAMIR)

---

Mr. Shaharyar KHAN, SRSG

Date:

Date:

---



PROPOSED ESTIMATED COSTING FOR C.E.R.F.

ANNEX I.b

26/10/1995

(13 October 1995)

Number	DESCRIPTION	Qty	Duration	Cost (\$)	Total (\$)
10	<b>PROJECT PERSONNEL:</b>				
11	PLANED INTERNAT. STAFF				
11.01	Project Administrator (P5)	1	6,0	15.000	90.000
11.02	Site engineer	1	6,0	12.000	72.000
11.03	Expert	1	1,5	18.000	27.000
11.04	Trades foreman	1	5,0	5.000	25.000
11.05	Storeman	1	6,0	5.000	30.000
11.06	Draughtman	1	3,0	5.000	15.000
12	PLANED LOCAL STAFF				
12.01	Secretary (local)	1	6,0	250	1.500
12.02	Driver (local)	1	6,0	150	900
12.03	Cleaning (local)	1	6,0	100	600
13	<b>Total</b>	<b>9</b>		<b>262.000</b>	<b>262.000</b>
20	<b>OFFICE AND WORKSHOP ACCM.</b>				
20.01	Office rent	1	6,0	2.000	12.000
20.02	Expandable equipment	1	1,0	20.000	20.000
20.03	Non expandable equipment	1	1,0	10.000	10.000
20.04	Stationarys	1	6,0	500	3.000
20.05	Operational costs (fuel,elec.,phone)	1	6,0	2.000	12.000
21	<b>Total</b>			<b>57.000</b>	<b>57.000</b>
30	<b>VEHICLES</b>				
30.01	Cars 4x4	2	1,0	20.000	40.000
30.02	Operational costs (fuel,maint.)	2	6,0	2.000	24.000
31	<b>Total</b>	<b>4</b>		<b>64.000</b>	<b>64.000</b>
40	<b>Provisional Detention Centres</b>				
40.01	Kabuka				100.000
40.02	ONATRACOM				50.000
40.03	OPROVIA/Byumba				150.000
40.04	OPROVIA/Kibungo				150.000
41	<b>Total</b>			<b>450.000</b>	<b>450.000</b>
50	<b>Expansion of Existing Facilities</b>				
50.01	Gitarama				900.000
51	<b>Total</b>			<b>900.000</b>	<b>900.000</b>
60	<b>Upgrading Existing Prisons</b>				
60.01	Ruhengeri				70.000
60.02	Butare				120.000
60.03	Byumba				69.000
61	<b>Total</b>			<b>259.000</b>	<b>259.000</b>
70	<b>Evaluation mission</b>				<b>8.000</b>
71	<b>Total</b>			<b>8.000</b>	<b>8.000</b>
99	<b>GRAND TOTAL US\$ =</b>				<b>2.000.000</b>

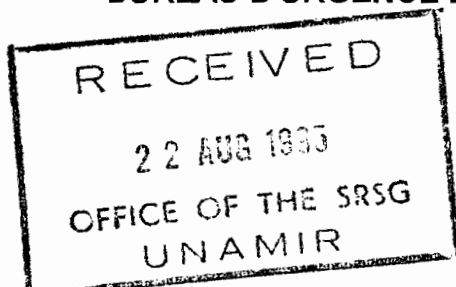
UNITED NATIONS



NATIONS UNIES

UNREO

UNITED NATIONS RWANDA EMERGENCY OFFICE  
BUREAU D'URGENCE DES NATIONS UNIES POUR LE RWANDA  
(UNREO)



August 22, 1995

Ambassador Shaharyar Khan  
UN Special Representative for the Secretary General  
UNAMIR  
Kigali, Rwanda

Dear Ambassador Khan,

*we may allow  
the delegation to  
travel on UNAMIR  
flts -*  
*Shaharyar*  
*22/8*  
*CAO*

One of the activities funded by the Secretary Generals Trust Fund for Rwanda is a project sponsored by the Ministry of Family and Women to send delegates from the Ministry and local NGOs for the UN Conference on Women which will be held in Beijing. There will be approximately 30 delegates attending the conference and leaving Rwanda on 26<sup>th</sup>, 28<sup>th</sup> of August and also 1<sup>st</sup> of September 1995.

We are requesting UNAMIR to provide these delegates with transport to and from Nairobi on regularly scheduled UN flights. Since the flight from Kigali to Nairobi is a significant percentage of the total ticket price to Beijing, this measure will enable the ministry to send additional members of the delegation.

UNREO can facilitate the preparation and submission of necessary UN documentation, if necessary.

Thank you.

Sincerely,

*Pat Banks*

Pat Banks  
Deputy UN Humanitarian Coordinator

*FD*  
*Je suppose que  
le CAO fait la  
nécessaire*  
*28-8-95*  
*WS*  
*Reçu le 23 AOUT 1995*

*Elles ont pris  
Airways  
qui semble moins cher.*

*M'm poulan*  
*WS*

UNREO c/o UNDP Compound ! BP. 445, Kigali - Rwanda  
Tel/Fax: [250] 72951 ! Sat Tel: [871] 137 0660 ! Sat Fax: [871] 137 0661