[4 CONFIDENTIAL]

UN ARCHIVES
SERIES S-1120
BOX 1
FILE 3
ACC. 1998/0278

CRN(11-04 //11
LINAMIR ANNEX "A"
AA 28.22..

UNITED NATIONS NATIONS UNIES

POSTAL ADDRESS—ADRESSE POSTALE: UNITED NATIONS, N.Y. 10017
CABLE ADDRESS—ADRESSE TELEGRAPHIQUE: UNATIONS NEWYORK

REFERENCE:

La 11 novembre 1993

Monsieur le Président,

J'ai l'honneur de me référer à la résolution 872 (1993) du 5 octobre 1993, par laquelle le Conseil de sécurité a décidé de créer sous son autorité la Mission des Nations Unies pour l'assistance au Rwanda (ci-après désignée sous le nom de "MINUAR"). Dans cette résolution, le Conseil a notamment demandé que les parties, c'est-à-dire le Gouvernement de la République rwandaise et le Front patriotique rwandais, prennent toutes les mesures voulues pour garantir la sécurité de la MINUAR et du personnel qui y participe.

Afin que la MINUAR puisse mener comme il convient les activités s'inscrivant dans le cadre du mandat qui lui a été assigné par la résolution 872 (1993), la Mission et son personnel jouiront des privilèges et immunités ainsi que des droits et facilités nécessaires, conformément au droit international et aux principes et pratiques ayant jusqu'à présent régi les opérations de maintien de la paix des Nations Unies. Les privilèges et immunités et les droits et facilités visés sont ceux que prévoit l'Accord sur le statut de la MINUAR et de son personnel. Un exemplaire de cet Accord, qui a été conclu à New York le 5 novembre 1993, vous est adressé ci-joint.

Le texte de l'Accord est porté à votre attention afin que le Front patriotique rwandais puisse pleinement coopérer à la mise en oeuvre des dispositions pertinentes qu'il contient. Je vous serais donc très obligé de bien vouloir accuser réception de cette lettre.

Veuillez agréer, Monsieur le Président, les assurances de ma très haute considération.

S. Iqbal Riza
Sous-Secrétaire Général aux
Opérations de Maintien de la Paix

Son Excellence
Le Colonel Alexis Kanyarengwe
Président du Front Patriotique Rwandais

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

OUT-GOING CODE CABLE

TO: ANNAN/GOULDING/CORELL, UNATIONS, NEW YORK

FROM: SHAHARYAR M. KHAN, UNAMIR, KIGALI

DATE: 25 March 1996

NO: MIR _____

NO. OF PAGES: 11

SUBJECT: PROPOSED AGREEMENT BETWEEN THE UNITED NATIONS AND THE RWANDESE GOVERNMENT ON THE STATUS OF THE NEW UNITED NATIONS OFFICE IN RWANDA

---

1. Please find attached a modified version of UNAMIR's status of mission agreement which could potentially serve as a basis for a revised agreement between the United Nations and the Rwandese Government on the status of the proposed United Nations Office in Rwanda.

2. You will note from a comparison of the two documents that provisions regarding the following have been eliminated from the draft text: military component; commissary; aircraft and vessels; exemption from passport and visa regulations and immigration inspection and restrictions; the Rwandese Government's undertaking to supply locations of minefields and dangerous impediments; exemption from vehicle registration and licensing; and separate arrangements for the processing and transport of private mail addressed to or emanating from UNOR. These provisions are now either obsolete or are not in conformity with the standard practice of other United Nations agencies operating in Rwanda. Other provisions (in bold) have been added as deemed necessary, for instance, on the status of contractors.

3. Despite the difference of opinion existing in-house on the need for negotiating a new agreement with the Government (with one view advocating sole reliance on the 1946 Convention on Privileges and Immunities and another favouring a new agreement), the Convention does not provide as much detailed and comprehensive protection, as is evident from the fact that other United Nations agencies (such as UNHCR, UNDP and UNHRFOR) have undertaken separate individual agreements with the Government. We would, however, be amenable to a more simple arrangement, such as an exchange of letters instead.

4. We would appreciate receiving your views and comments on the subject on an early basis.

5. Best regards.

Agreement between the United Nations and the Government of the Republic of Rwanda on the status of the United Nations Office in Rwanda

I. DEFINITIONS

1. For the purpose of the present Agreement the following definitions shall apply:

(a) "UNOR" means the United Nations Office in Rwanda established by the Secretary-General of the United Nations pursuant to the recommendation in Security Council resolution 1050 of 8 March 1996. For the purposes of this Agreement UNOR shall consist of:

(i) the "Special Representative" appointed by the Secretary-General. Any reference to the Special Representative in this Agreement shall, except in paragraph 24, include any member of UNOR to whom he delegates a specific function or authority;

(ii) a "civilian component" consisting of United Nations officials and of other persons assigned by the Secretary-General to assist the Special Representative or made available by participating States to serve as part of UNOR;

(b) a "member of UNOR" means any member of the civilian component but unless specifically stated otherwise does not include locally recruited personnel;

(c) "participating State" means a state contributing personnel, **services, equipment, provisions, supplies, materials and other goods** to any of the above-mentioned component of UNOR;

(d) "the Government" means the Government of the Republic of Rwanda;

(e) "the territory" means the Government of the Republic of Rwanda;

(f) "the Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946.

(g) "contractors" means persons, other than members of UNOR, engaged by the United Nations, including juridical as well as natural persons and their employees and sub-contractors, to perform services and/or supply equipment, provisions, supplies, materials and other goods in support of UNOR;

(h) "vehicles" means civilian vehicles in use by the United Nations and operated by members of UNOR and its contractors, in support of UNOR.

II. APPLICATION OF THE PRESENT AGREEMENT

2. Unless specifically provided otherwise, the provisions of the present Agreement and any obligation undertaken by the Government or any privilege, immunity, facility or concession granted to UNOR or any member thereof **or to contractors, as relevant,** apply throughout **Rwanda**.

III. APPLICATION OF THE CONVENTION

3. UNOR, its members, property, funds and assets, shall enjoy the privileges and immunities specified in the present Agreement as well as those provided for in the Convention, to which Rwanda is a Party.

IV. STATUS OF UNOR

4. UNOR and its members shall refrain from any action or activity incompatible with the impartial and international nature of their duties or inconsistent with the spirit of the present arrangements. UNOR and its members shall respect all local laws and regulations. The Special Representative shall take all appropriate measures to ensure the observance of those obligations.

5. The Government shall respect the exclusively international nature of UNOR and ensure that appropriate steps are taken to ensure the security and safety of UNOR and personnel engaged in the Mission.

United Nations flag and vehicle markings

6. The Government recognizes the right of UNOR to display within Rwanda the United Nations flag on its headquarters, camps or other premises, vehicles and otherwise as decided by the Special Representative. Other flags or pennants may be displayed only in exceptional cases. In these cases, UNOR shall give sympathetic consideration to observations or requests of the Government.

7. Vehicles of UNOR shall carry a distinctive United Nations identification, which shall be notified to the Government.

Communications

8. UNOR shall enjoy the facilities in respect to communications provided in article III of the Convention and shall, in co-ordination with the government, use such facilities as may be required for the performance of its task. Issues with respect to communications which may arise and which are not specifically provided for in the present Agreement shall be dealt with pursuant to the relevant provisions of the Convention.

9. Subject to the provisions of paragraph 8:

(a) UNOR shall have authority to install and operate radio sending and receiving stations as well as satellite systems to connect appropriate points within the territory with each

other and with United Nations offices in other countries, and to exchange traffic with the United Nations global telecommunications network. The telecommunication services shall be operated in accordance with the International Telecommunication Convention and Regulations and the frequencies on which any such station may be operated shall be decided upon in co-operation with the Government and shall be communicated by the United Nations to the International Frequency Registration Board;

(b) UNOR shall enjoy, within the territory, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, telegraph, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of UNOR, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The frequencies on which the radio will operate shall be decided upon in co-operation with the Government. It is understood that connections with the local system of telegraphs, telex and telephones may be made only after consultation and in accordance with arrangements with the Government, it being further understood that the use of the local system of telegraphs, telex and telephones will be charged at the most favourable rate;

Travel and transport

10. UNOR and its members **as well as contractors** shall enjoy, together with its vehicles and equipment, freedom of movement throughout the territory. That freedom shall, with respect to large movements of personnel, stores or vehicles through roads used for general traffic within Rwanda, be co-ordinated with the Government.

11. UNOR **and its vehicles** may use roads and bridges without the payment of dues, tolls or charges. However, UNOR will not claim exemption from charges which are in fact charges for services rendered.

Privileges and immunities of UNOR

12. UNOR, as a subsidiary organ of the United Nations, enjoys the status, privileges and immunities of the United Nations in accordance with the Convention. The Government recognizes the right of UNOR in particular:

(a) To import, free of duty or other restrictions, equipment, provisions, supplies and other goods which are for the exclusive and official use of UNOR;

(b) To clear ex customs and excise warehouse, free of duty or other restrictions, equipment, provisions, supplies and other goods which are for the exclusive and official use of UNOR;

(c) To re-export or otherwise dispose of such equipment, as far as it is still usable, all unconsumed provisions, supplies and other goods so imported or cleared ex customs and excise warehouse which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities of Rwanda or to an entity nominated by them.

To the end that such importation, clearances, transfer or exportation may be effected with the least possible delay, a mutually satisfactory procedure, including documentation, shall be agreed between UNOR and the Government at the earliest possible date.

V. FACILITIES FOR UNOR

Premises required for conducting the operational and administrative activities of UNOR and for accommodating members of UNOR

13. The Government of Rwanda shall, to the extent possible, provide UNOR such areas for headquarters, camps or other premises as may be necessary for the conduct of the operational and administrative activities of UNOR and for the accommodation of the members of UNOR. Without prejudice to the fact that all such premises remain Rwandese territory, they shall be inviolable and subject to the exclusive control and authority of the United Nations.

14. The Government undertakes to assist UNOR as far as possible in obtaining water, electricity and other necessary facilities, and, in the case of interruption or threatened interruption of service, to give as far as is within its powers the same priority to the needs of UNOR as to essential government services. Payment shall be made by UNOR on terms to be agreed with the competent authority. UNOR shall be responsible for the maintenance and upkeep of facilities so provided.

15. UNOR shall have the right, where necessary, to generate, within its premises, electricity for its use and to transmit and distribute such electricity.

16. The United Nations alone may consent to the entry of any government officials or of any other person not member of UNOR to such premises.

Provisions, supplies and services, and sanitary arrangements

17. The Government agrees to grant all necessary authorizations, permits and licenses required for the importation of equipment, provisions, supplies, materials and other goods in support of UNOR, including in respect of importation by contractors, free of any restrictions and without the payment of duties, charges or taxes including value-added tax.

18. The Government undertakes to assist UNOR as far as possible in obtaining equipment, provisions, supplies and other goods and services from local sources required for its subsistence and operations. **In respect of equipment, provisions, supplies, materials and other goods purchased locally for the official and exclusive use of UNOR, the Government shall make appropriate administrative arrangements for the remission or return of any excise or tax payable as part of the price.** In making purchases on the local market, UNOR shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy. The Government shall exempt UNOR **and contractors** from general sales taxes in respect of all official local purchases.

19. For the proper performance of services provided by contractors in support of UNOR, the Government agrees to provide contractors with facilities concerning their entry into and departure from Rwanda as well as their repatriation in times of international crisis. For this purpose, the Government shall promptly issue to contractors, free of charge and without any restrictions, all necessary visas, licenses and permits.

20. UNOR and the Government shall co-operate with respect to sanitary services and shall extend to each other the fullest co-operation in matters concerning health, particularly with respect to the control of communicable diseases, in accordance with international conventions.

Recruitment of local personnel

21. UNOR may recruit locally such personnel as it requires. Upon the request of the Special Representative, the Government undertakes to facilitate the recruitment of qualified local staff by UNOR and to accelerate the process of such recruitment.

Currency

22. The Government undertakes to make available to UNOR, against reimbursement in mutually acceptable currency, Rwandese franc currency required for the use of UNOR, including the pay of its members, at the rate of exchange most favourable to UNOR.

VI. STATUS OF THE MEMBERS OF UNOR

Privileges and immunities

23. The Special Representative shall have the status specified in sections 19 and 27 of the Convention, provided that the privileges and immunities therein referred to shall be those accorded to diplomatic envoys by international law.

24. Other United Nations officials assigned to the civilian component to serve with UNOR remain officials of the United Nations entitled to the privileges and immunities of articles V and VII of the Convention.

25. Unless otherwise specified in the present Agreement, locally recruited members of UNOR shall enjoy the immunities concerning official acts and exemption from taxation and national service obligations provided for in sections 18 (a), (b) and (c) of the Convention.

26. Members of UNOR shall be exempt from taxation on the pay and emoluments received from the United Nations or from a participating State and any income received from outside Rwanda. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

27. Members of UNOR shall have the right to import free of duty their personal effects in connection with their arrival in Rwanda. They shall be subject to the laws and regulations of Rwanda governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in Rwanda with UNOR. Special facilities will

be granted by the Government for the speedy processing of entry and exit formalities for all members of UNOR upon prior written notification. On departure from Rwanda, members of UNOR may, notwithstanding the above-mentioned exchange regulations, take with them such funds as the Special Representative certifies were received in pay and emoluments from the United Nations or from a participating State and are a reasonable residue thereof. Special arrangements shall be made for the implementation of the present provisions in the interests of the Government and the members of UNOR.

28. The Special Representative shall co-operate with the Government and shall render all assistance within his power in ensuring the observance of the customs and fiscal laws and regulations of Rwanda by the members of UNOR, in accordance with the present Agreement.

Entry, residence and departure

29. The Special Representative and members of UNOR shall, whenever so required by the Special Representative, have the right to enter into, reside in and depart from Rwanda.

30. The Government undertakes to facilitate the entry into and departure from Rwanda of the Special Representative and members of UNOR and shall be kept informed of such movement. The Special Representative and members of UNOR shall be exempt from any regulations governing the residence of aliens in Rwanda, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in Rwanda.

Identification

31. The Special Representative shall issue to each member of UNOR before or as soon as possible after such member's first entry into Rwanda, as well as to all locally recruited personnel, a numbered identity card, which shall show full name, date of birth, title or rank, service (if appropriate) and photograph. Such identity card shall be the only document required of a member of UNOR.

32. Members of UNOR as well as locally recruited personnel shall be required to present, but not to surrender, their UNOR identity cards upon demand of an appropriate official of the Government.

Uniform and arms

33. United Nations Security Officers and Field Service Officers may wear the United Nations uniform. The wearing of civilian dress by the above-mentioned members of UNOR may be authorized by the Special Representative at other times. United Nations Security Officers designated by the Special Representative may possess and carry arms while on duty in accordance with their orders.

Permits and licences

34. The Government agrees to accept as valid, without tax or fee, a permit or licence issued by the Special Representative for the operation by any member of UNOR, including locally recruited personnel, of any UNOR transport or communication equipment and for the

practice of any profession or occupation in connection with the functioning of UNOR, provided that no licence to drive a vehicle shall be issued to any person who is not already in possession of an appropriate and valid licence.

35. Without prejudice to the provisions of paragraph 33, the Government further agrees to accept as valid, without tax or fee, a permit or licence issued by the Special Representative to a member of UNOR for the carrying or use of firearms or ammunition in connection with the functioning of UNOR.

Arrest and transfer of custody, and mutual assistance

36. The Special Representative shall take all appropriate measures to ensure the maintenance of discipline and good order among members of UNOR, as well as locally recruited personnel. To this end personnel designated by the Special Representative shall police the premises of UNOR and such areas where its members are deployed. Elsewhere such personnel shall be employed only subject to arrangements with the Government and in liaison with it in so far as such employment is necessary to maintain discipline and order among members of UNOR.

37. The personnel mentioned in paragraph 36 above may take into custody any person on the premises of UNOR. Such person shall be delivered immediately to the nearest appropriate official of the Government for the purpose of dealing with any offence or disturbance on such premises.

38. Subject to the provisions of paragraph 23, officials of the Government may take into custody any member of UNOR:

(a) When so requested by the Special Representative; or

(b) When such a member of UNOR is apprehended in the commission or attempted commission of a criminal offence. Such person shall be delivered immediately, together with any weapons or other item seized, to the nearest appropriate representative of UNOR, whereafter the provisions of paragraph 43 shall apply mutatis mutandis.

39. When a person is taken into custody under paragraph 37 or paragraph 38 (b), UNOR or the Government, as the case may be, may make a preliminary interrogation but may not delay the transfer of custody. Following such transfer, the person concerned shall be made available upon request to the arresting authority for further interrogation.

40. UNOR and the Government shall assist each other in carrying out all necessary investigations into offenses in respect of which either or both have an interest, in the production of witnesses and in the collection and production of evidence, including the seizure of and, if appropriate, the handing over of items connected with an offence. The handing over of any such items may be made subject to their return within the terms specified by the authority delivering them. Each shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 37-39.

41. The Government shall ensure the prosecution of persons subject to its criminal jurisdiction who are accused of acts in relation to UNOR or its members which, if committed in relation to the forces of the Government, would have rendered such acts liable to prosecution.

Jurisdiction

42. All members of UNOR including locally recruited personnel shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue even after they cease to be members of or employed by UNOR and after the expiration of the other provisions of the present Agreement.

43. Should the Government consider that any member of UNOR has committed a criminal offense, it shall promptly inform the Special Representative and present to him any evidence available to it. Subject to the provisions of paragraph 23, if the accused person is a member of the civilian component, the Special Representative shall conduct any necessary supplementary inquiry and then agree with the Government whether or not criminal proceedings should be instituted. Failing such agreement, the question shall be resolved as provided in paragraph 48 of the present Agreement.

44. If any civil proceeding is instituted against a member of UNOR before any court of Rwanda, the Special Representative shall be notified immediately, and he shall certify to the court whether or not the proceeding is related to the official duties of such member:

(a) If the Special Representative certifies that the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of paragraph 46 of the present Agreement shall apply.

(b) If the Special Representative certifies that the proceeding is not related to official duties, the proceeding may continue. If the Special Representative certifies that a member of UNOR is unable because of official duties or authorized absence to protect his interests in the proceeding, the court shall at the defendant's request suspend the proceeding until the elimination of the disability, but for not more than ninety days. Property of a member of UNOR that is certified by the Special Representative to be needed by the defendant for the fulfillment of his official duties shall be free from seizure for the satisfaction of a judgement, decision or order. The personal liberty of a member of UNOR shall not be restricted in a civil proceeding, whether to enforce a judgement, decision or order, to compel an oath or for any other reason.

Deceased members

45. The Special Representative shall have the right to take charge of and dispose of the body of a member of UNOR who died in Rwanda, as well as that member's personal property located within Rwanda, in accordance with United Nations procedures.

VII. SETTLEMENT OF DISPUTES

46. Except as provided in paragraph 48, any dispute or claim of a private law character to which UNOR or any member thereof is a party and over which the courts of Rwanda do not have jurisdiction because of any provision of the present Agreement, shall be settled by a standing claims commission to be established for that purpose. One member of the commission shall be appointed by the Secretary-General of the United Nations, one member by the Government and a chairman jointly by the Secretary-General and the Government. If no agreement as to the chairman is reached within thirty days of the appointment of the first member of the commission, the President of the International Court of Justice may, at the request of either the Secretary-General of the United Nations or the Government, appoint the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the thirty-day period there prescribed shall start as soon as there is a vacancy in the chairmanship. The commission shall determine its own procedures, provided that any two members shall constitute a quorum for all purposes (except for a period of thirty days after the creation of a vacancy) and all decisions shall require the approval of any two members. The awards of the commission shall be final and binding, unless the Secretary-General of the United Nations and the Government permit an appeal to a tribunal established in accordance with paragraph 48. The awards of the commission shall be notified to the parties and, if against a member of UNOR, the Special Representative or the Secretary-General of the United Nations shall use his best endeavours to ensure compliance.

47. Disputes concerning the terms of employment and conditions of service of locally recruited personnel shall be settled by the administrative procedures to be established by the Special Representative.

48. Any other dispute between UNOR and the Government, and any appeal that both of them agree to allow from the award of the claims commission established pursuant to paragraph 46 shall, unless otherwise agreed by the parties, be submitted to a tribunal of three arbitrators. The provisions relating to the establishment and procedures of the claims commission shall apply, mutatis mutandis, to the establishment and procedures of the tribunal. The decisions of the tribunal shall be final and binding on both parties.

49. All differences between the United Nations and the Government arising out of the interpretation or application of the present arrangements which involve a question of principle concerning the Convention shall be dealt with in accordance with the procedure of section 30 of the Convention.

VIII. SUPPLEMENTAL ARRANGEMENTS

50. The Special Representative and the Government may conclude supplemental arrangements to the present Agreement.

IX. LIAISON

51. The Special Representative and the Government shall take appropriate measures to ensure close and reciprocal liaison at every appropriate level.

X. MISCELLANEOUS PROVISIONS

52. Wherever the present Agreement refers to the privileges, immunities and rights of UNOR and to the facilities provided to UNOR, the Government shall have the ultimate responsibility for the implementation and fulfillment of such privileges, immunities, rights and facilities by the appropriate local Rwandese authorities.

53. The present Agreement shall remain in force until the departure of the final element of UNOR from Rwanda except that:

(a) The provisions of paragraphs 42, 48 and 49 shall remain in force.

(b) The provisions of paragraph 46 shall remain in force until all claims have been settled that arose prior to the termination of the present Agreement and were submitted prior to or within three months of such termination.

UNITED NATIONS NATIONS UNIES

ASSISTANCE MISSION FOR RWANDA MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

OUT-GOING CODE CABLE

TO: ANNAN/GOULDING, UNATIONS, NEW YORK

FROM: For SHAHARYAR M. KHAN, UNAMIR, KIGALI

DATE: 25 October 1995

NO: MIR _____

NO. OF PAGES: 3

SUBJECT: JOINT CONSULTATIONS HELD BETWEEN UNAMIR AND THE GOVERNMENT OF RWANDA

---

1. Please find attached a signed copy of the minutes of a meeting held between representatives from UNAMIR and the Government of Rwanda on 17 October 1995 to discuss various aspects of UNAMIR/Government relations.

2. Best regards.

UNITED NATIONS NATIONS UNIES

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

UNAMIR - MINUAR

JOINT MEETING BETWEEN THE RWANDESE GOVERNMENT AND UNAMIR HELD ON 17 OCTOBER 1995

1. On 17 October 1995, a meeting was held between representatives from the Rwandese Government and UNAMIR to discuss various aspects of UNAMIR/Government relations. The following were present:

Government

Mr. Claude Dusaidi	Office of the Vice-President
Dr. Emmanuel Ndahiro	Office of the Vice-President
Mr. Mushyo Kamanzi	Ministry of Defence
Mr. Higiro Thaddée	Ministry of Foreign Affairs
Mr. Jean-Marie Byakweli	Ministry of Rehabilitation and Social Integration
Mr. Senglo Nsengumuzemyi	Ministry of Planning
Mr. Gérard Rutagengwa	Ministry of Planning
Maj. Kamarade Kayitare	RPA Liaison Officer

UNAMIR

Mr. Shaharyar M. Khan	Special Representative of the Secretary-General
Maj. Gen. Guy Tousignant	Force Commander
Mr. Wilfrid de Souza	Executive Director
Ms. Susan Matthew	Chief Administrative Officer
Col. Shiva Kumar	Chief of Staff
Ms. Isel Rivero	Special Assistant to the SRSG
Mr. Mtshana Ncube	Administrative/Legal Officer
Ms. Ladan M. Rafii	Political/Legal Officer

2. The SRSG began the meeting by informing the Rwandese Government representatives that UNAMIR had completed and sent to United Nations Headquarters in New York (UNNY) a survey of all its equipment available in Rwanda classified according to particular categories. He stated that it was up to officials at UNNY to decide which items would be needed for future peace-keeping operations and which would be available for disposal at the end of UNAMIR's mandate. The SRSG further added that UNAMIR eagerly awaited the Rwandese Government's response regarding certain basic issues concerning UNAMIR's mandate, and gave assurances that a decision would not be made without input from the Security Council and the Rwandese Government. He also mentioned that the Permanent Representative of Germany to the Security Council had proposed a Presidential Statement which woulud serve as an indicator of UNAMIR's future mandate and presence in Rwanda.

3. Mr. Dusaidi agreed that the question of UNAMIR's future mandate was for the Security Council to decide and stated that he could not comment more on this issue. He expressed an interest in seeing the catalogue of goods prepared by UNAMIR in order to determine what would be of use to his Government. He added that he would later go into greater detail regarding UNAMIR's assistance role and what the United Nations could do to assist Rwanda in its rehabilitation and reconstruction efforts.

4. On the question of UNAMIR's mandate, the SRSG stated that he would like to make certain clarifications. He explained that there had been rumours at UNNY that due to the financial crisis being experienced by the United Nations, the Secretary-General would be compelled to propose to the Security Council measures to be taken with regard to UNAMIR's mandate. Although the SRSG acknowledged that the Secretary-General had indeed been considering the adoption of certain measures, it had been decided at high levels in UNNY not to take any precipitate measures in this regard. As a result, the future mandate of UNAMIR would be decided between the Security Council and the Government of Rwanda in the usual manner without regard to financial constraints.

5. With regard to the disposal of UNAMIR's equipment, the SRSG proposed that the matter should be raised with high-level officials in UNNY by the Permanent Representative of Rwanda to the United Nations, as well as by the President of Rwanda during the course of his forthcoming visit to New York to participate in the fiftieth anniversay celebrations of the United Nations. The SRSG stated that due to the necessity of observing regulations governing the disposal of equipment used by United Nations peace-keeping missions throughout the world, a decision at a high level would be required to change existing procedures. He explained that those items perceived as being required for future operations would be stored or sent to another mission; those considered too expensive to be transported, redundant or of little remaining use could be left behind, in which case each item would be valued with United Nations agencies operating in Rwanda being given priority over the Government of Rwanda for purposes of distribution. He added that he fully understood the Government's need for United Nations assistance and its interpretation of an "assistance mission". The SRSG stated that he was urging a response from UNNY on the matter as quickly as possible.

6. Regarding the Status of Mission Agreement, Mr. Dusaidi inquired as to when the legal subcommittee would be established to discuss the modifications proposed by the Rwandese Government. The SRSG replied that a UNAMIR subcommittee had already been set up, and if the Government could provide the names of members of its own subcommittee, discussions on the matter could begin the same week.

7. The meeting ended with Mr. Dusaidi inquiring when his Government could have access to the list of UNAMIR equipment discussed, to which the SRSG replied that the list may be made available by the following week.

Mr. Claude Dusaidi
Date: 20/10/95

Mr. Shaharyar M. Khan
Date: 19.10.95

CRN-358

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

95 OCT 16 11

OUT-GOING CODE CABLE

TO: ANNAN/GOULDING, UNATIONS, NEW YORK

FROM: SHAHARYAR M. KHAN, UNAMIR, KIGALI Shaharyar Khan

DATE: 14 October 1995

NO: MIR 3597

NO. OF PAGES: 4

SUBJECT: JOINT CONSULTATIONS HELD BETWEEN UNAMIR AND THE GOVERNMENT OF RWANDA

---

1. Please find attached a signed copy of the minutes of a meeting held between representatives from UNAMIR and the Government of Rwanda on 3 October 1995 to discuss various aspects of UNAMIR/Government relations.

2. The next meeting is scheduled for Tuesday, 17th October and, as usual, we will keep you apprised of the meeting's deliberations.

3. Best regards.

SRSG

95 OCT 16 11

UNITED NATIONS NATIONS UNIES

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

UNAMIR - MINUAR

JOINT MEETING BETWEEN THE RWANDESE GOVERNMENT AND UNAMIR HELD ON 3 OCTOBER 1995

1. On 3 October 1995, a meeting was held between senior officials from the Rwandese Government and UNAMIR to discuss the proposed modifications to the Status of Mission Agreement (SOMA) submitted by the Government of Rwanda, as well as other aspects of UNAMIR/Government relations. The following were present:

Government

Mr. Claude Dusaidi	Office of the Vice-President
Lt. Col. Karenzi Karake	Ministry of Defence
Maj. Kamarade Kayitare	RPA Liaison Officer
Mr. Jean-Marie Byakweli	Ministry of Rehabilitation and Social Integration
Mr. Higiro Thaddee	Ministry of Foreign Affairs

UNAMIR

Mr. Shaharyar M. Khan	Special Representative of the Secretary-General
Maj. Gen. Guy Tousignant	Force Commander (departed early)
Ms. Susan Matthew	Chief Administrative Officer
Col. Shiva Kumar	Chief of Staff
Mr. Mamady Condé	Senior Political Affairs Officer
Mr. Mtshana Ncube	Administrative/Legal Officer
Mr. A.B. Sidique Dao	Humanitarian Affairs Officer
Ms. Ladan M. Rafii	Political/Legal Officer

2. The SRSG began the meeting by thanking the Rwandese Government representatives for agreeing to the minutes of the previous meeting prepared by UNAMIR.

3. Mr. Dusaidi emphasised the role of UNAMIR as an assistance mission and stated that the interpretation of UNAMIR's assistance role should be the subject of the discussions. With regard to the extension of UNAMIR's mandate in Rwanda, he stated that it would be premature to discuss the subject at this point in time, and that such a decision would ultimately rest with the Security Council and the Government of Rwanda. He further stated that his Government was in the process of contacting, directly, Governments which had contributed equipment to the United Nations, including maps, documents and other material which could be of use to the Rwandese Government. He also wished to discuss issues pertaining to UNAMIR local personnel (such as their benefits and the particular sectors in which they are working). Concerning his Government's proposals for modifications to the SOMA, he stated that he expected a response on the part of the United Nations "very soon."

4. With respect to UNAMIR's mandate, the SRSG mentioned that it was important to identify the Government's expectations regarding UNAMIR's role in the period preceding the termination of its current mandate on 8 December 1995. He stated that UNAMIR had carefully complied with Security Council resolution 997 (1995) in reducing its force level to 1,800 by the specified date of 8 October 1995. He recommended that the Government of Rwanda take full advantage of the remaining two months of its term on the Security Council to decide upon UNAMIR's future mandate. Specifically, he stated the need for broad guidelines at a later date on whether UNAMIR should begin phasing out now or whether it should do so immediately after the termination of its current mandate and thereby maintain the current level of troops in the interim period.

5. The SRSG added that by mid-October UNAMIR would be able to present the Government with a list of equipment it has available.

6. On the SOMA, the SRSG acknowledged receipt of a paper from the Office of the President outlining proposed modifications. Although he stated that it was necessary to obtain a response from United Nations Headquarters in New York regarding the proposed changes, he wished to convey UNAMIR's preliminary position on the matter. He stated that the modifications sought by the Rwandese Government fell within three separate categories:

(1) those which were very difficult to accept because they would result in UNAMIR having fewer privileges and immunities than other peace-keeping missions in the world and other United Nations agencies operating in Rwanda;
(2) changes which were based on the Government's concern for its sovereignty in which the main difficulty involved a question of language (e.g. identification cards, uniforms, provisions and supplies); and
(3) other less substantial matters (such as the flying of flags).

The SRSG proposed the formation of a subcommittee of officials charged with legal matters to discuss such issues and finalize the SOMA. He also agreed to prompt action in this respect.

7. With regard to the issue of local UNAMIR personnel, the SRSG assured the Rwandese Government representatives that UNAMIR would cooperate fully in providing them with the information requested by furnishing a list of names of such employees, including their place of work and functions.

8. However, the SRSG expressed concern over the recent disappearance of a local journalist who had been working for UNAMIR, Mr. Manasse Mugabo, and sought the Government's assistance in locating him. He reassured the Government participants that UNAMIR would not prevent the detention of any of its local employees against whom the Government presented clear evidence of complicity in a crime, as had been the case with the other twelve local nationals who had formerly worked for United Nations agencies in Rwanda and who were currently incarcerated. The SRSG added that the media would be asking questions about Mr. Mugabo. Col. Karake demanded information in order to assist in tracing the journalist.

9. The meeting ended with a discussion of UNAMIR's assistance role according to its current mandate. Mr. Dusaidi stated that the language in the mandate was quite clear on this issue, namely "UNAMIR will... [s]upport the provision of humanitarian aid, and of assistance and expertise in engineering, logistics, medical care and demining". In response, the SRSG mentioned that although he would personally favour a more active assistance role for UNAMIR, he believed that the language in the mandate implied that UNAMIR should assist other United Nations agencies in the provision of humanitarian assistance, but that it could not assume such a role by providing direct aid itself. Following a discussion of the precise language of resolution 997 and use of the word "faciliter" in the French version of the text, Mr. Dusaidi stated that UNAMIR had the necessary leeway to do more in terms of assistance to Rwanda.

Mr. Claude Dusaidi

Date: 11/10/95

Mr. Shaharyar M. Khan

Date: 11.10.95

An excellent, lucid Aqjt.

Shaharyar M. Khan

UNITED NATIONS NA
ASSISTANCE MISSION FOR RWANDA MISSION
UNAMIR - MINUAR

OUT-GOING CODE CA

TO: ANNAN/GOULDING/CORELL,

INFO: MEDILI, UNATIONS, NEW YORK

FROM: SHAHARYAR M. KHAN, UNAMIR, KIGALI Shaharyar M. Khan

DATE: 28 August 1995

NO: MIR _____

NO. OF PAGES: 2

SUBJECT: STATUS OF UNAMIR CONTRACTORS

1. We refer to the legal opinion dated 14 August 1995 given by Mr. Corell to Mr. Medili regarding the status of the French company, Economat de l'Armée, which enclosed a copy of a memorandum addressed to Mr. Riza from Mr. Corell dated 23 June 1995 on the status of contractors and suppliers to United Nations peace-keeping operations.

2. Based upon the contents of these two documents, as well as the existing Status of Mission Agreement (SOMA) between the United Nations and the Government of Rwanda, it appears that the privileges and immunities granted to UNAMIR contractors are narrowly defined to the extent that these contractors can only claim exemption from the payment of direct taxes and customs duties on goods imported for the official and exclusive use of UNAMIR. However, recent conversations with representatives of some of our contractors reveal that they are operating in Rwanda under the assumption that they are also exempt from the payment of turnover tax (impôt sur les chiffres d'affaires) and social security benefits for their local Rwandese employees, as well as other requirements for foreign companies operating in Rwanda (e.g., compliance with governmental requirements for the registration of business entities).

3. Some of our contractors have provided services to other United Nations peace-keeping missions where the absence of a properly-functioning national or local government to enforce business regulations has given them the impression that they are de facto exempt from certain obligations vis à vis the national authorities. As such, we would appreciate it if clarification is provided to all UNAMIR contractors on this issue, either through New York or here in Kigali. In particular, we think it would be advisable to specify that our contractors are not exempt from the payment of social security and turnover tax, as well as from registration as a commercial enterprise, but that efforts are underway by the United Nations to extend to contractors certain

facilities which would facilitate the performance of their assigned tasks (e.g., freedom of movement for the proper performance of services, prompt issuance of necessary visas, licences or permits, exemption from immigration restrictions and alien registration, etc.).

4. In this regard, please advise whether you think it appropriate for this clarification to be made through New York or at the local level here in Kigali.

5. As you are aware, the implication of the decision by the Office of Legal Affairs on the status of contractors in United Nations peace-keeping operations is that the contractors' financial liability for the payment of such taxes will ultimately have to be reimbursed by the United Nations in cost plus fee contracts (as in the case of Brown & Root Services Corporation).

6. With respect to the status of the French company ECONOMAT, we request that a reconsideration of the legal opinion be made bearing in mind the following points:

a) The Letters of Assist for the provision of fresh food and subsistence rations to UNAMIR troops were signed between the United Nations in New York and the Government of France. Unlike our other contractors, this is not a case where a contractual arrangement was made between the United Nations and a commercial entity.

b) ECONOMAT is a wholly-owned state company and not a private enterprise. As stated in our MIR 2798, it was requested by the French Ministry of Defence to execute the obligations undertaken by the French Government in its agreements with the United Nations.

c) Based upon paragraph 1 (a) (ii) of the original French text of the SOMA, ECONOMAT could be considered a civilian component of UNAMIR, because it falls within the purview of "d'autres personnes...mises à la disposition de la MINUAR par les Etats participants."

d) Contrary to what has been stated, ECONOMAT was not "merely providing foodstuffs to UNAMIR". By providing subsistence rations and fresh food to our military component, ECONOMAT was performing a highly important function for the United Nations to the extent that the survival of our troops depended upon ECONOMAT's ability to perform its tasks properly. In this respect, the services provided by ECONOMAT can be distinguished from those provided by other UNAMIR contractors. It is indeed unfortunate that despite ECONOMAT's significant contribution to a United Nations peace-keeping effort, it is now faced with an alleged financial liability of $3,000,000 to the Rwandese Government.

7. We would appreciate hearing your comments on the above issues at the earliest, both with regard to notification to UNAMIR contractors of the limited extent of their privileges and immunities vis à vis host Governments, as well as our determination that ECONOMAT should be regarded as a civilian component of UNAMIR under the SOMA.

8. Best regards.