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UNITED NATIONS

NATIONS UNIES

ASSISTANCE MISSION FOR RWANDA

MISSION POUR L'ASSISTANCE AU RWANDA

From: Col W J Fletcher
DCOS (Sp)

Extn 11109

To: SRSB (thru FC)

Info: CAO

File Reference: 4000.1/LOG-13

Date: 21 Sep 95

Subject: ACCESS TO MGT CATERING FACILITIES

Reference: A. CCM Memo dated 230 Sep 95
B. SRSB Note dated 15 Sep 95

I am very clear that, unlike Tropic, access to MGT facilities should be flexible. Basically apart from UN personnel, (see facilities may be open to our guests, NGOs and even to local employees of UN. I would only begin thinking of that as persistent approach by UN in the category above and if there is a repeated attempt to take advantage of privileged access, I hope I have made the distinction between Tropic and MGT. need to be strict and MGT.

ED
FC
CAO

Rechnung 21-9

1. The restrictions placed on the use of MGT operated facilities appears on the surface to be an overly restrictive application of the SOMA. The facilities mentioned were staffed to permit members of UNAMIR and from time to time NGOs with whom UNAMIR conducts regular business to either conduct business over a coffee and sticky bun or enjoy a meal or libation on a more social note. This privilege and perhaps liberal adherence to the intent of the SOMA would now discourage such activities within UNAMIR lines, and by extension adversely affect the profit projection of MGT.

2. That said, in an effort to instill some spirit in a now much smaller UNAMIR, it was decided to re-introduce Happy Hours at the Belgian Village on a weekly basis. The first two have been successful and attendance is expected to increase as the word spreads. As in the past it was anticipated that Happy Hours would be open to attendance by all UNAMIR agencies which includes UNDP, UNREO and UNHCR and invited guests. This privilege is restricted at ref A and I would ask your approval at minute (2) below to recognize Happy Hours as an authorized function under para 2 d of ref A.

(2)
FC

This is to acknowledge that weekly Happy Hours to be held at the Belgian Village are authorized functions during which an open invitation may be extended to UN Agencies and NGOs on a week by week basis.

Shaharyar Kahn
SRSB
22 September 1995



INTER OFFICE MEMORANDUM

20 Sep 95

TO: Mr K. Nilsvang, CCPO
Mr T. Woods, BRSC PGM
Mr A. Raykundalia, PX Manager
Mr M. Gavagnin, ES-KO Manager
Mr G. Thayil, PM Catering Division
Col W. Fletcher, DCOS Sp

INFO: Mr W. Clive, OIC Adm
Ms L. Rafii, Legal/Political Officer
Mr M. Ncube, C BOI
Mr D. Stuckless, CAA5

FROM: Mr G. Brière, CCM

REF: SRSG note dated 15 Sep 95

SUBJECT: ACCESS TO MGT CATERING FACILITIES

1. This memo is to inform you that the decision with regard to who have access to the PX has been received from the SRSG Office (ref).

2. This subject has been the object of several discussions and debates. After consideration and taking in account the content of the SOMA, the SRSG has determined that only the following personnel will have access to the UNAMIR MGT Catering facilities (Chez Lando Oriental restaurant, Chez Lando BBQ restaurant, UNAMIR HQ cafeteria, Trafipro cafeteria and Belgian Village):

- members of UNAMIR's military and civilian component (holders of UNAMIR dark blue and light blue ID cards);
- other international staff members of United Nations agencies (holders of UN Laissez Passes)¹;
- International contractor personnel (holders of UN green ID cards)²;

¹ Access control procedures for international UN staff not in possession of a UN Laissez Passes will be the object of a separate document which will be published shortly.

² Local contractors in possession of green ID cards are not authorized to enter the premises. Steps will be taken shortly to have these persons to be issued a new ID cards.

② C-MPO

1. All very confusing
2. If I am correct, we can invite who we want to BV, but the BV will be rest
3. We need blanket authority for happen hours to invite whom we want to enter
4. Please investigate and coord with the G during my absence
5. See all memo

20 Sep

- d. guess accompanying an authorized member or invited to participate at a function authorized by the SRSG.

3. All action addressees are requested to inform the personnel under their jurisdiction of this decision. These new guidelines are effective 22 Sep 95.



UNITED NATIONS
ASSISTANCE MISSION FOR
RWANDA

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU
RWANDA

25 September, 1995

To: Ms. Ladan M. Rafii,

From: Mr. G. Brière, CCM

Info: Mr. W. Clive, CISS
Mr G. J. Thayil, MGT/CSL
Mr. D. Stuckless, CAA5

Subject: **REFRESHMENTS FOR SRSG'S PRESS CONFERENCE**

Reference: A. Your letter dated 6 September 1995 (attached)
B. Letter MGT/CSL to CMC dated 23 September 1995 (attached)

1. First I must apologise for the lateness of a reply to the problem addressed at reference A. This problem appears to be one of information not being passed on, whereas "Alex" gave a verbal order for refreshments. However, no confirmation of time, place, or for how many people was given. This in itself is no excuse as the employee from MGT/CSL knowing where "Alex" works could have contacted him for confirmation.

2. To ensure that this situation does not arise again we have given MGT/CSL a standing order for the services as requested in reference A. However, to serve as a backup someone from the SRSG's office should contact MGT/CSL to confirm or cancel the requested services.

3. At reference B (attached) MGT/CSL apologise for any inconvenience or embarrassment this incident may have caused and have given reassurances that it will not reoccur.

4. Regards.

LADAN

1. En faisant suite à la note du SRSG sur la question soulevée par le DCOE Sp E R, j'ai discuté de la question avec DCC Adm.
2. D'après cette note notre compréhension est que le SRSG veut une politique libérale contrôlée. Alors les critères d'admissibilité ont été élargis et je propose cette modification qui j'espère complètera cette saga une fois pour toutes.
3. Me revoilà DCC. Merci

Lille
23/9



3046

INTEROFFICE MEMORANDUM

TO: Mr. Gilles Brière
CMCO

LMC

FROM: Ladan M. Rafii
Acting Spokeswoman

DATE: 6 September 1995

SUBJECT: Refreshments for the SRSG's press conference

I am writing to you in my capacity as Acting Spokeswoman for UNAMIR during the period 28 August - 7 September 1995.

As you may be aware, the SRSG holds a press conference on a biweekly basis at UNAMIR headquarters. At these events, our regular Spokesman, Mr. I Diallo, has made arrangements in the past with the MGT cafeteria to provide refreshments for the participants at these briefings. This morning similar arrangements were made by the Office of the Spokesman, and we were assured by an MGT employee called Thomas that soft drinks and biscuits would be provided for consumption. However, we regret to inform you that, without notifying us, MGT did not provide this service at the press conference. I am now told that they claim past bills for the provision of snacks and beverages at previous press conferences have not been paid. If this is indeed the case, the matter should have been brought to our attention before assurances were made on their part this morning.

For purposes of future press conferences, we would appreciate it if you could ensure that MGT provides an adequate quantity of snacks and beverages for approximately 20-25 people on a regular basis for the SRSG's press conferences held at 11:00 a.m. on every other Wednesday at the conference room located on the ground floor of the headquarters building.

Thank you for your attention to this matter.

3129

MGT / CSL
KIGALI, RWANDA

DATE : SEPTEMBER 23RD, 1995
IOC : MGT/CSL/067/1995
TO : MR. GILLES BRIERE-CMCO
FROM : PROJECT MANAGER - CATERING DIVISION

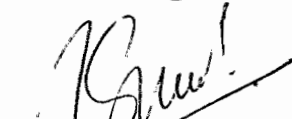
Sir,

Re: SRSB's complaint against not providing service to the conference hall

The query for service of beverages at the conference hall made by Alex orally was replied in the positive by MGT's supervisor at H.Q. Cafeteria. The details required for the service, where, when and for how many, was not given by Alex nor any confirmation was received. Still the necessary mis-en-place was done and our supervisor was waiting for confirmation which did not materialize, so we were unable to provide service in the conference room.

If any inconvenience has been caused because of non-service in the conference room, we would like to sincerely apologize and in the future we'll always endeavor to do our utmost to render the best possible service.

Thanks & regards


Project Manager
MGT/CSL

Done
22/9/95
MR Ms Rafie Please inform
the related
person
Please return a copy of the
attached to Col. Philie drawing
his attention to the contents of the
SR which indicate that he is
in full agreement with his projects
checked MGT. 22-9-95 WS



INTER OFFICE MEMORANDUM

25 September 95

TO: Mr K. Nilsvang, CCPO
Mr T. Woods, BRSC PGM
Mr A. Raykundalia, PX Manager
Mr M. Gavagnin, ES-KO Manager
Mr G. Thayil, PM Catering Division
Col W. Fletcher, DCOS Sp

INFO: Mr W. Clive, OIC Adm
Ms L. Rafii, Legal/Political Officer
Mr M. Ncube, C BOI
Mr D. Stuckless, CAA5

FROM: Mr G. Brière, CCM *G. Brière*

REF: A. SRSG note dated 21 Sep 95
B. CMC memo dated 20 Sep 95

SUBJECT: ACCESS TO MGT CATERING FACILITIES - MODIFICATION

1. Some additional guidelines have been provided by the SRSG (ref A), following questions raised by D COS Sp and the FC on the directive issued under cover of ref B.

2. It has now been decided that the following personnel will have access to the UNAMIR MGT catering facilities (Chez Lando Oriental restaurant, Chez Lando BBQ restaurant, UNAMIR HQ cafeteria, Trafipro cafeteria and Belgian Village):

- a. members of UNAMIR's military and civilian component (holders of UNAMIR dark blue and light blue ID cards);
- b. other international staff members of United Nations agencies (holders of UN Laissez Passes or valid UN ID cards);
- c. Non Governmental Organizations personnel (holders of UNAMIR yellow ID cards or valid NGO ID cards);
- d. UNAMIR contractor personnel (holders of UN green ID cards or valid local national employees ID cards);

- e. guest (s) accompanying an authorized member or invited to participate at a function authorized by the SRSG¹.

3. All action addressees are requested to inform the personnel under their jurisdiction of these new guidelines which supersedes the ones issued at ref B. These new accessibility conditions for MGT Catering facilities are effective on reception.

¹Friday night happy hour is considered an official function approved by the SRSG.



INTER OFFICE MEMORANDUM

23 September 95

TO: Mr K. Nilsvang, CCPO
Mr T. Woods, BRSC PGM
Mr A. Raykundalia, PX Manager
Mr M. Gavagnin, ES-KO Manager
Mr G. Thayil, PM Catering Division
Col W. Fletcher, DCOS Sp

INFO: Mr W. Clive, OIC Adm
Ms L. Rafii, Legal/Political Officer
Mr M. Ncube, C BOI
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*Approved and conveyed
to GB. WML
25/9/95*

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3202

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DCOS (Sp)

Extn 11109

To: SRSB (thru FC)

Info: CAO

File Reference: 4000.1/LOG-13

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Reference: A. CCM Memo dated 230 Sep 95
B. SRSB Note dated 15 Sep 95

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access to MGT facilities should be flexible.
Basically apart from UN personnel, (caf facilities may
be open to our guests, to NGOs and even to
local employees of UN. I would only begin
checking if there is persistent approach by
not in the category above and if there is a
manifest attempt to take advantage of privilege
I hope I have made
the distinction between MGT and NGT.

ED
FC
CAO

Shaharyar Kahn
21-9

1. The restrictions placed on the use of MGT operated facilities appears on the surface to be an overly restrictive application of the SOMA. The facilities mentioned were staffed to permit members of UNAMIR and from time to time NGOs with whom UNAMIR conducts regular business to either conduct business over a coffee and sticky bun or enjoy a meal or libation on a more social note. This privilege and perhaps liberal adherence to the intent of the SOMA would now discourage such activities within UNAMIR lines, and by extension adversely affect the profit projection of MGT.

2. That said, in an effort to instill some spirit in a now much smaller UNAMIR, it was decided to re-introduce Happy Hours at the Belgian Village on a weekly basis. The first two have been successful and attendance is expected to increase as the word spreads. As in the past it was anticipated that Happy Hours would be open to attendance by all UNAMIR agencies which includes UNDP, UNREO and UNHCR and invited guests. This privilege is restricted at ref A and I would ask your approval at minute (2) below to recognize Happy Hours as an authorized function under para 2 d of ref A.

(2)
FC

This is to acknowledge that weekly Happy Hours to be held at the Belgian Village are authorized functions during which an open invitation may be extended to UN Agencies and NGOs on a week by week basis.

Shaharyar Kahn
SRSB
22 September 1995



INTER OFFICE MEMORANDUM

20 Sep 95

TO: Mr K. Nilsvang, CCPO
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Mr A. Raykundalia, PX Manager
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INFO: Mr W. Clive, OIC Adm
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Mr D. Stuckless, CAA5

FROM: Mr G. Brière, CCM

REF: SRSG note dated 15 Sep 95

SUBJECT: ACCESS TO MGT CATERING FACILITIES

② Cmpc:

1. All very confusing
2. If I am correct we can invite who we want to BV, but the BV will be restricted
3. We need blanket authority for Hq to invite whom we want to enter
4. Please investigate and coord with G during my absence
5. See all memo

24 Sep

1. This memo is to inform you that the decision with regard to who has access to the PX has been received from the SRSG Office (ref).
2. This subject has been the object of several discussions and debates. After consideration and taking in account the content of the SOMA, the SRSG has determined that only the following personnel will have access to the UNAMIR MGT Catering facilities (Chez Lando Oriental restaurant, Chez Lando BBQ restaurant, UNAMIR HQ cafeteria, Trafipro cafeteria and Belgian Village):
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20 Sep 95

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INFO: Mr W. Clive, OIC Adm
Ms L. Rafii, Legal/Political Officer
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NOTE TO SRSG

RECEIVED

13 SEP 1995

OFFICE OF THE SRSG

UNAMIR

Following a request from Mr. Brière of our Contract Management Cell (CMC), we would appreciate it if you could provide us with a final decision on the right of access to the UNAMIR commissary located at the Trafipro complex. In this regard, I attach for your information a copy of a Note I prepared on the subject which was submitted to you previously. In particular, we would appreciate clarification on the rights of access by UNAMIR contractors since they are not, strictly speaking, considered members of UNAMIR.

Mr. Brière also seeks your guidance on the right of access to Chez Lando and the Belgian Village (the latter for the weekly Happy Hours only) to the catering facilities provided by our MGT caterers, since the food and beverages sold at these establishments are also imported duty-free. I have advised Mr. Brière that there is no provision in the Status of Mission Agreement (SOMA) covering this issue as the SOMA only refers to UNAMIR's right to "establish, maintain and operate commissaries at its headquarters, camps and posts". Rather, I stated that I believe the matter was a CMC issue and should be decided according to the terms of the contract between UNAMIR and MGT. For your information, paragraph 26 of this contract states:

Access to the Hirer's premises, including the premises assigned to the Caterer, is limited to the approved employees of the Caterer and to any others specifically authorised by the Hirer in furtherance of the objects of this contract.

Please inform us if you have any preference in terms of allowing access to these premises to our contractors, members of the diplomatic community and NGO international personnel.

Thank you.

I agree with recommendations on para 2 of Mr. Rafii's note. Possibly the PX may be utilised by UNAMIR & UN Agency privileged staff (forals are not privileged). We may not open the PX to diplomats because for good reasons they are requested and we must respect their wishes.

cc: ED

As regards MGT, I would like an examination of this matter from a legal point of view. We do not see the need for such strict controls to MGT and non privileged visitors could be invited as guests to MGT catering. So long as advantage is not openly taken, we can be flexible.

Ladan M. Rafii
Political/Legal Officer
12 September 1995

*ED
CAO
Miss Rafii*

Shahary



NOTE TO EXECUTIVE DIRECTOR

1. I am writing to clarify the issue regarding access to the UNAMIR commissary located at the Trafipro complex in Kigali. According to paragraph 15 of the Status of Mission Agreement (SOMA) signed between the United Nations and the Government of Rwanda:

The Government recognizes the right of UNAMIR in particular:

(b) To establish, maintain and operate commissaries at its headquarters, camps, posts for the benefit of the members of UNAMIR, but not of locally recruited personnel...The Special Representative shall take all necessary measures to prevent abuse of such commissaries and the sale or resale of such goods to persons other than members of UNAMIR, and he shall give sympathetic consideration to observations or requests of the Government concerning the operation of the commissaries.

2. Although I was not involved in any aspects of the negotiations preceding the establishment of the UNAMIR commissary, the file indicates that a draft supplemental agreement to the SOMA was sent to the Rwandese Ministry of Foreign Affairs on 26 October 1994 to formalise and facilitate the operation of the commissary. The file does not contain a final signed version of the supplemental agreement, but under article II (1) of the text, it is proposed that:

3. The following categories of persons shall have access to the Commissary:

(a) Members of UNAMIR and other officials of the United Nations who are attached to United Nations Agencies in Rwanda;

7 (b) Members of diplomatic missions accredited to Rwanda who have diplomatic status;

N/A (c) Such other persons as may be agreed upon from time to time.

Also, paragraph 2 of the same article provides:

UNAMIR shall communicate to the Government a list of persons having access to the Commissary under paragraph (1) (b) above and shall revise such list from time to time as may be necessary.

4. The SRSG received a letter dated 22 May 1995 from the Minister of Foreign Affairs stating the Government's official position on the commissary. In this letter, the Minister objected to allowing members of the diplomatic community in Rwanda access to the UNAMIR commissary. He stated that access should be restricted to members of UNAMIR and other members of the United Nations working in Rwanda.

5. According to the provisions of the contract signed on 26 May 1995 between UNAMIR and the commissary operator, Angelica Imex, Ltd., the commissary shall operate "for the benefit of the United Nations personnel and such other personnel as the government of Rwanda, in its own description, may authorize." It is interesting to note, however, that the contract extends access to the commissary beyond United Nations personnel to "such other personnel as may be authorized to do so from time to time by UNAMIR Force Commander and/or Chief Administrative Officer." This provision of the contract appears to extend beyond the scope of the SOMA, as well as the directives issued by the Rwandese Government regarding access to the UNAMIR commissary. Interestingly enough, paragraph 1.01 of the contract contradicts the above and specifies that "[a]ccess to purchase merchandise...shall be strictly limited to UNAMIR personnel only."

6. The CAO, Mr. Oziel, in a letter dated 26 July 1995, advised the manager of the commissary that : "For purposes of control, all UNAMIR personnel who have dark blue or green UNAMIR ID cards or UN Laissez Passes (for the other UN Agencies) are authorized to buy at the PX shop." I now learn that members of the U.N. demining team have also requested access to the commissary.

7. I would like to propose that we bring a measure of order to the above confusion regarding the right of access to the UNAMIR commissary at Trafipro. In this regard, I think it is important to bring to the attention of our administration that the UNAMIR commissary is available to the following individuals only:

- members of UNAMIR's military and civilian component (excluding locally-recruited staff)
- other international staff members of United Nations agencies

8. We should stress that UNAMIR contractors (possessing green UNAMIR ID cards) are not allowed access to the commissary nor any other individual, unless prior written authorization has been obtained from the Rwandese Government. My concern is that by abusing this privilege, we will most likely lose it.

*This is a second note
I should like to discuss
with CAO*

*See
17.8*



Ladan M. Rafii
Political/Legal Officer
10 August 1995

cc: SRSG



NOTE TO SRSG

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13 SEP 1995

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Please inform us if you have any preference in terms of allowing access to these premises to our contractors, members of the diplomatic community and NGO international personnel.

Thank you.

I agree with recommendations in para 7 of Mr Rafii's note. Briefly the PX may be utilised by UNAMIR & UN Agency privileged staff (locals are not privileged). We may not open the PX to diplomats because the joint Rwanda has so requested and we must respect their wishes.

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5. According to the provisions of the contract signed on 26 May 1995 between UNAMIR and the commissary operator, Angelica Imex, Ltd., the commissary shall operate "for the benefit of the United Nations personnel and such other personnel as the government of Rwanda, in its own description, may authorize." It is interesting to note, however, that the contract extends access to the commissary beyond United Nations personnel to "such other personnel as may be authorized to do so from time to time by UNAMIR Force Commander and/or Chief Administrative Officer." This provision of the contract appears to extend beyond the scope of the SOMA, as well as the directives issued by the Rwandese Government regarding access to the UNAMIR commissary. Interestingly enough, paragraph 1.01 of the contract contradicts the above and specifies that "[a]ccess to purchase merchandise...shall be strictly limited to UNAMIR personnel only."

6. The CAO, Mr. Oziel, in a letter dated 26 July 1995, advised the manager of the commissary that : "For purposes of control, all UNAMIR personnel who have dark blue or green UNAMIR ID cards or UN Laissez Passes (for the other UN Agencies) are authorized to buy at the PX shop." I now learn that members of the U.N. demining team have also requested access to the commissary.

7. I would like to propose that we bring a measure of order to the above confusion regarding the right of access to the UNAMIR commissary at Trafipro. In this regard, I think it is important to bring to the attention of our administration that the UNAMIR commissary is available to the following individuals only:

- members of UNAMIR's military and civilian component (excluding locally-recruited staff)
- other international staff members of United Nations agencies

8. We should stress that UNAMIR contractors (possessing green UNAMIR ID cards) are not allowed access to the commissary nor any other individual, unless prior written authorization has been obtained from the Rwandese Government. My concern is that by abusing this privilege, we will most likely lose it.

*This is a second note
I should like to discuss
with CAO
Seth
17.8*



Ladan M. Rafii
Political/Legal Officer
10 August 1995

cc: SRSG



NOTE TO SRSG

Following a request from Mr. Brière of our Contract Management Cell (CMC), we would appreciate it if you could provide us with a final decision on the right of access to the UNAMIR commissary located at the Trafipro complex. In this regard, I attach for your information a copy of a Note I prepared on the subject which was submitted to you previously. In particular, we would appreciate clarification on the rights of access by UNAMIR contractors since they are not, strictly speaking, considered members of UNAMIR.

Mr. Brière also seeks your guidance on the right of access to Chez Lando and the Belgian Village (the latter for the weekly Happy Hours only) to the catering facilities provided by our MGT caterers, since the food and beverages sold at these establishments are also imported duty-free. I have advised Mr. Brière that there is no provision in the Status of Mission Agreement (SOMA) covering this issue as the SOMA only refers to UNAMIR's right to "establish, maintain and operate commissaries at its headquarters, camps and posts". Rather, I stated that I believe the matter was a CMC issue and should be decided according to the terms of the contract between UNAMIR and MGT. For your information, paragraph 26 of this contract states:

Access to the Hirer's premises, including the premises assigned to the Caterer, is limited to the approved employees of the Caterer and to any others specifically authorised by the Hirer in furtherance of the objects of this contract.

Please inform us if you have any preference in terms of allowing access to these premises to our contractors, members of the diplomatic community and NGO international personnel.

Thank you.

A handwritten signature in black ink, appearing to read "Ladan M. Rafii".

Ladan M. Rafii
Political/Legal Officer
12 September 1995

cc: ED



NOTE TO EXECUTIVE DIRECTOR

I am writing to clarify the issue regarding access to the UNAMIR commissary located at the Trafipro complex in Kigali. According to paragraph 15 of the Status of Mission Agreement (SOMA) signed between the United Nations and the Government of Rwanda:

The Government recognizes the right of UNAMIR in particular:

(b) To establish, maintain and operate commissaries at its headquarters, camps, posts for the benefit of the members of UNAMIR, but not of locally recruited personnel...The Special Representative shall take all necessary measures to prevent abuse of such commissaries and the sale or resale of such goods to persons other than members of UNAMIR, and he shall give sympathetic consideration to observations or requests of the Government concerning the operation of the commissaries.

Although I was not involved in any aspects of the negotiations preceding the establishment of the UNAMIR commissary, the file indicates that a draft supplemental agreement to the SOMA was sent to the Rwandese Ministry of Foreign Affairs on 26 October 1994 to formalise and facilitate the operation of the commissary. The file does not contain a final signed version of the supplemental agreement, but under article II (1) of the text, it is proposed that:

The following categories of persons shall have access to the Commissary:

(a) Members of UNAMIR and other officials of the United Nations who are attached to United Nations Agencies in Rwanda;

7 (b) Members of diplomatic missions accredited to Rwanda who have diplomatic status;

Ne (c) Such other persons as may be agreed upon from time to time.

Also, paragraph 2 of the same article provides:

UNAMIR shall communicate to the Government a list of persons having access to the Commissary under paragraph (1) (b) above and shall revise such list from time to time as may be necessary.

The SRSG received a letter dated 22 May 1995 from the Minister of Foreign Affairs stating the Government's official position on the commissary. In this letter, the Minister objected to allowing members of the diplomatic community in Rwanda access to the UNAMIR commissary. He stated that access should be restricted to members of UNAMIR and other members of the United Nations working in Rwanda.

According to the provisions of the contract signed on 26 May 1995 between UNAMIR and the commissary operator, Angelica Imex, Ltd., the commissary shall operate "for the benefit of the United Nations personnel and such other personnel as the government of Rwanda, in its own description, may authorize." It is interesting to note, however, that the contract extends access to the commissary beyond United Nations personnel to "such other personnel as may be authorized to do so from time to time by UNAMIR Force Commander and/or Chief Administrative Officer." This provision of the contract appears to extend beyond the scope of the SOMA, as well as the directives issued by the Rwandese Government regarding access to the UNAMIR commissary. Interestingly enough, paragraph 1.01 of the contract contradicts the above and specifies that "[a]ccess to purchase merchandise...shall be strictly limited to UNAMIR personnel only."

The CAO, Mr. Oziel, in a letter dated 26 July 1995, advised the manager of the commissary that : "For purposes of control, all UNAMIR personnel who have dark blue or green UNAMIR ID cards or UN Laissez Passes (for the other UN Agencies) are authorized to buy at the PX shop." I now learn that members of the U.N. S. demining team have also requested access to the commissary.

I would like to propose that we bring a measure of order to the above confusion regarding the right of access to the UNAMIR commissary at Trafipro. In this regard, I think it is important to bring to the attention of our administration that the UNAMIR commissary is available to the following individuals only:

- members of UNAMIR's military and civilian component (excluding locally-recruited staff)
- other international staff members of United Nations agencies

We should stress that UNAMIR contractors (possessing green UNAMIR ID cards) are not allowed access to the commissary nor any other individual, unless prior written authorization has been obtained from the Rwandese Government. My concern is that by abusing this privilege, we will most likely lose it.

*This is a good note
I should like to discuss
with CAO
Suh
17.8*



Ladan M. Rafii
Political/Legal Officer
10 August 1995

cc: SRSG



UNITED NATIONS
ASSISTANCE MISSION FOR
RWANDA

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU
RWANDA

07 September 1995

To: Col W.J. Fletcher, DCOS (Sp)
Through: Mr. W. Clive, CISS *W. Clive*
From: Mr. G. Brière, CCM *Brière*
Info: Ms. L. Rafii, Legal/Political Officer
Mr. M. Ncube, CBOI

Subject: **HAPPY HOURS - BELGIAN VILLAGE**

Reference: Your 4000.1/LOG-8

1. As you are well aware by now in the discussions held between UNAMIR/MGT/CSL a decision has been made to again re-institute Happy Hours at the Belgian Village on a trial basis. However, the subject of who is allowed access not only to the Belgian Village but also to other UNAMIR facilities in accordance with the SOMA has been in question for some time. A decision on this matter is expected from the SRSG shortly.
2. In the case of Happy Hour this week due to the flyer being circulated prematurely, NGO's will be allowed access. However pending a decision from the SRSG, I would ask you not to make any open invitations.
3. Regards.



INTEROFFICE MEMORANDUM

TO: Mr. Gilles Brière
CMCO

A handwritten signature in black ink, appearing to be "LMR", is written over the "TO:" line.

FROM: Ladan M. Rafii
Acting Spokeswoman

DATE: 6 September 1995

SUBJECT: Refreshments for the SRSG's press conference

I am writing to you in my capacity as Acting Spokeswoman for UNAMIR during the period 28 August - 7 September 1995.

As you may be aware, the SRSG holds a press conference on a biweekly basis at UNAMIR headquarters. At these events, our regular Spokesman, Mr. I Diallo, has made arrangements in the past with the MGT cafeteria to provide refreshments for the participants at these briefings. This morning similar arrangements were made by the Office of the Spokesman, and we were assured by an MGT employee called Thomas that soft drinks and biscuits would be provided for consumption. However, we regret to inform you that, without notifying us, MGT did not provide this service at the press conference. I am now told that they claim past bills for the provision of snacks and beverages at previous press conferences have not been paid. If this is indeed the case, the matter should have been brought to our attention before assurances were made on their part this morning.

For purposes of future press conferences, we would appreciate it if you could ensure that MGT provides an adequate quantity of snacks and beverages for approximately 20-25 people on a regular basis for the SRSG's press conferences held at 11:00 a.m. on every other Wednesday at the conference room located on the ground floor of the headquarters building.

Thank you for your attention to this matter.



UNAMIR - MINUAR

INTER-OFFICE MEMORANDUM

06 Sep 1995

TO: Ms L. Rafii, Legal/Political Officer

INFO: Mr W. Clive, OIC Adm
Mr M. Ncube, C BOI

FROM: Mr G. Brière, CCM

A handwritten signature in dark ink, appearing to read "G. Brière".

SUBJECT: MGT CONTRACT

1. As requested, please find attached a copy of the Contract between MGT and UNAMIR.
2. I have also included a copy of the two documents extending the agreement.
3. Please do not hesitate to contact me at extension 11627 if you need any other information WRT this subject.

Attachment: 03 (only to SRSG Legal Advisor)

June 12, 1995

TO: Mr. S. Pahwa/MGT/CSL Marketing Manager

INFO: Mr. W. Clive/CISS
Mr. M. Ncube/Legal Admin Officer
Mr. G. Brière/CMCO
Mr. J. Parnell/CMC/CAA

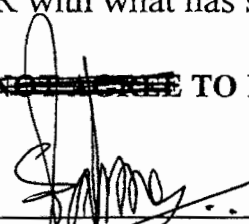
FROM: Mr. H. Ouziel/Chief Administration Officer

REF: Performance evaluation of MGT Catering.

SUBJECT: EXTENSION OF MGT CONTRACT TO PROVIDE
CATERING SERVICES TO UNAMIR

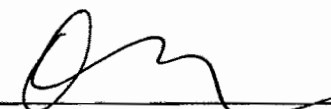
1. This to inform you that the UNAMIR Supervisory Committee has met and have made a performance evaluation of MGT's Catering services to date.
2. I am also pleased to inform you that the Committee has recommended that the Contract be renewed until the end of the current UNAMIR mandate on December 8th 1995. My congratulations to you and your staff on what has been a unanimously approved performance.
3. Please be advised that the renewal of the afore-mentioned contract is effective upon your agreement to continue to provide the same services as per the terms of the contract. You are asked to indicate your agreement to these terms by signing this document in the space provided.
4. Once again, congratulations, and I hope that you continue to provide UNAMIR with what has so far been an overall satisfactory service.

AGREE/~~NOT AGREE~~ TO EXTEND



Sanjay Pahwa 16/6/95
MGT

AGREE/~~NOT AGREE~~ TO EXTEND



Chaim Ouziel
C.A.O UNAMIR



UNAMIR - MINUAR

February 7, 1995

TO: Mr. S. Pahwa // MGT / CSL Marketing Manager

INFO: Mr. P. Hornsby / CSS
Mr. M. Ncube // Legal / Admin. Officer
Mr. G. Wordley / CCLOGO
Mr. G. Brière / CMCO
~~Mr. M. Blumeris / CAA 3 /~~

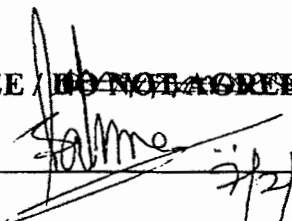
FROM: Mr. A. Golo / OIC Administration

REF: Performance evaluation of MGT Catering performance.


SUBJECT: **EXTENSION OF MGT CONTRACT TO PROVIDE CATERING SERVICES TO UNAMIR**

1. This is to inform you that the UNAMIR Supervisory Committee met and made a performance evaluation of MGT's Catering services to date.
2. I am also pleased to inform you that the Committee has recommended that the Contract agreed to for the period between November 3rd 1994 and December 9th 1994 be renewed until the end of the current UNAMIR mandate on June 8 1995. My congratulations to you and your staff on what has been a unanimously approved performance.
3. Please be advised that the renewal of the afore-mentioned contract is effective upon your agreement to continue to provide the same services as per the terms of the contract. You are asked to indicate your agreement to these terms by signing this document in the space provided.
4. Once again, congratulations, and I hope you continue to provide UNAMIR with what has so far been an overall satisfactory service.

AGREE / ~~DO NOT AGREE~~ TO EXTEND


Sanjay Pahwa
MGT

AGREE / ~~DO NOT AGREE~~ TO EXTEND


Ally H. Golo
OIC Admin/ UNAMIR

7-02-95

CATERING CONTRACT

between

MGT CONSOLIDATED SERVICES LIMITED

and

UNITED NATIONS ASSISTANCE MISSION IN RWANDA

PART I: PREAMBLE

THIS AGREEMENT, entered into by and between MGT Consolidated Services Limited (MGT/CSL) for itself, its executors, successors and assignees, of P.O. Box 47528, Nairobi, Kenya, represented by Mr. Sanjay Pahwa in his capacity as Marketing Manager, of the same address, on the one part, and the United Nations Assistance Mission for Rwanda (UNAMIR), of UNAMIR Headquarters, Amahoro Hotel, Kigali, Rwanda, represented by Mr. Ally H. Golo, the Officer-in-Charge, Administration, on the other part.

W I T N E S S E T H

WHEREAS UNAMIR requires catering services for its personnel at sites specified in the Request for Proposal subject to valid rental contracts between UNAMIR and the owners of the sites in question;

WHEREAS MGT/CSL won the tender to provide UNAMIR with catering services on the basis of a Statement of Requirement for the Provision of Catering Services to UNAMIR members which provided some of the rules and conditions for the provision of the said service;

NOW THEREFORE, MGT/CSL (hereinafter referred to as "the Caterer") and UNAMIR (hereinafter referred to as "the hirer") hereby agree as follows:

PART II: OBJECT OF THE CONTRACT

1. This is a contract for the hire of catering services for the Hirer's personnel at sites to be determined by the Hirer. It is a no-cost contract to the Hirer.

PART III: DURATION OF THE CONTRACT



2. The initial period of the contract will be from the date of the provision of services, namely 3 November 1994, until the end of UNAMIR's mandate on 9 December 1994. The contract may be renewed subject to the extension of UNAMIR's mandate and to performance by the Caterer and other provisions herein.



PART IV: THE HIRERER'S OBLIGATIONS REGARDING THE
PROVISION OF CATERING SERVICES

3. The Hirerer shall provide to the Caterer free of charge the premises in which to offer the catering services. The Hirerer also undertakes to provide the necessary tables and chairs, as well as electricity and water for the duration of the contract.
4. The Hirerer shall provide the Caterer necessary information in respect of the nationality, strengths and locations of UNAMIR personnel likely to patronize the catering services. However, the Hirerer does not guarantee to the Caterer that any quantity of meals will be bought by its personnel.
5. The Caterer shall not have exclusive rights to trade within the UNAMIR mission area. The Hirerer reserves the right, at its own discretion, to invite other caterers to offer their services within the UNAMIR mission area.
6. The Hirerer reserves the right to make spot checks of all catering sites in order to ensure that the Caterer's obligations in relation to maintenance of hygienic conditions and other obligations are fulfilled at all times.

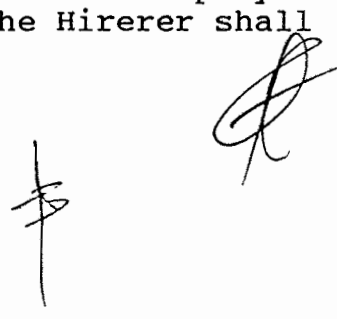
PART V: THE CATERER'S OBLIGATIONS REGARDING THE
PROVISION OF CATERING SERVICES

7. The Caterer shall fit at its own expense the kitchen and Mess room with the necessary and appropriate equipment and supply and replenish the kitchen and Mess room with cutlery, dishes, crockery, pots and pans, and any other necessary utensils. This equipment and utensils are the property of the Caterer, and shall be removed by the Caterer at the termination or completion or non-extension of this contract.
 8. The Caterer shall be responsible for providing, at its sole risk and expense, all food materials required under this contract for the preparation of meals, and shall also be responsible for ordering, purchasing and transporting the said food materials in appropriate and properly packed cartons to the different locations where they may be required in terms of this contract. However, the Hirerer shall assist the Caterer to import the foodstuffs and equipment duty-free.
 9. The Caterer shall adhere, in so far as the content and variation of meals is concerned, to its offer in response to the request for proposals.
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10. The rates for meals shall be fixed as per the Caterer's offer and shall not vary for a period of, at least, six (6) months.
11. All meals shall be wholesome, nutritiously balanced, appetizing and of very high quality.
12. The preparation of meals shall take into account the tastes and religious beliefs of the Hirer's multi-national personnel, and shall be of a high standard in accordance with the United Nations food issues.
13. The meals shall be served in accordance with the highest standards of hygiene, and clean and wholesome appearance. Accordingly, the Caterer shall ensure that:
 - (a) All sanitation and cleaning supplies are those normally used in the trade to maintain the mess hall, kitchen, equipment and utensils in a clean and sanitary condition at all times.
 - (b) There is appropriate and adequate labour necessary to prepare and serve all meals and to maintain clean and sanitary conditions in the mess hall, kitchen at all times.
 - (c) The Caterer's employees shall wear clean uniforms while preparing and serving meals. All galley personnel shall wear white uniforms with white aprons and caps.

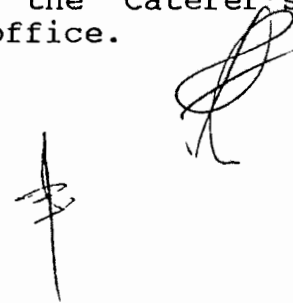
PART VI: ADMINISTRATION

14. The Hirer shall appoint a representative to co-ordinate and liaise with the Caterer's representative on a day-to-day basis on all administrative matters relating to this catering contract.
15. The Caterer shall have the right to select and employ personnel in accordance with the qualifications for the tasks required, but subject to local labour laws, and applicable International Labour Organization conventions and regulations, and paragraph 17 hereunder.
16. The Caterer shall provide, upon request by the Hirer, a schedule of labour to be employed by the Caterer for the delivery of catering services. The said schedule shall include the name, qualification and experience, job classification and work schedule for each employee assigned to each catering site to perform the services contemplated by this Agreement.
17. The Hirer may request the removal of any of the Caterer's employees for just cause, where the conduct of such employee is detrimental to the Hirer's interests. The Hirer shall

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notify the Caterer in writing, stating the nature of the objectionable conduct. The Caterer's management shall have one (1) month within which to replace the employee.

18. The Caterer, on its own account, shall require that all employees who handle food or food ingredients in any way whatsoever undergo a health examination by a qualified physician for venereal diseases, tuberculosis, and any other contagious, infectious or communicable diseases. Employees found to have any of the diseases shall be replaced immediately. The Caterer has an obligation under the contract to make available to the Hirer medical certificates for each employee working in the kitchen and dining areas, and for each employee who comes in contact with food or handles food in any way whatsoever.
19. The Hirer shall provide at its own expense free First Aid and Medical facilities for the employees of the Caterer in the mission area.
20. The Caterer has an obligation to provide the Hirer with the following statements by the tenth day of each month for all business transacted during the previous month:
 - (a) A general and consolidated statement of total monthly gross sales from its operations at each of sites where it is providing catering services; and
 - (b) Any financial information or documentation requested by the Hirer to enable the audit of the statements provided in accordance with sub-paragraph (a) of this paragraph.
21. The Caterer shall maintain a complete and correct set of records pertaining to all aspects of this Agreement, including the performance hereof by the Caterer.
22. The Caterer undertakes to remit to the Hirer two (2%) per cent of its monthly gross sales as a subsidy to Hirer's welfare programmes. Cheques shall be deposited into an officially designated Account on or before the 10th day of each month. The Account Number shall be officially notified to the Caterer.
23. The Hirer has a right to verify periodically that the terms and conditions of this Agreement are complied with at all times. Should the results of any such audit or inspection so require, appropriate remedial measures shall be taken.
24. The Hirer shall provide at its own expense reasonable use of the telephone, fax and telex to enable the Caterer's representative to communicate with its Base office.

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PART VII: AUTHORITY

25. The Caterer shall not hold itself out as a representative of the Hirer, nor shall the personnel provided by the Caterer to perform services under this contract act, collectively or individually, as agents or employees of the Hirer for any purpose whatsoever during the term of this agreement.
26. Access to Hirer's premises, including the premises assigned to the Caterer, is limited to the approved employees of the Caterer and to any others specifically authorised by the Hirer in furtherance of the objects of this contract.

PART VIII: CONFIDENTIALITY OF INFORMATION

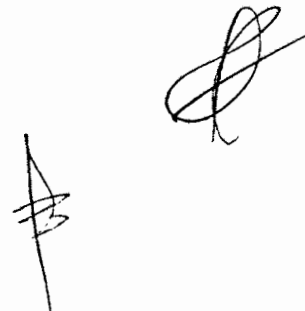
27. The Caterer warrants that all information obtained by its personnel at the catering site shall be considered confidential and shall not be divulged by the Caterer or its personnel to any individual, firm or corporation. Obligations contained in this clause shall remain in force and apply in perpetuity.

PART IX: THE CONDUCT OF THE CATERER AND ITS EMPLOYEES

28. The Caterer, its representatives, and employees shall at all times carry themselves with such deportment as will bring credit to their organisation and facilitate good working relations with the Hirer and its staff at each catering site.
29. The Caterer and its employees shall observe the laws of the host country in all respects, save those from which they may be exempt by virtue of their services to the Hirer.



PART X: LIABILITY AND INSURANCE

30. The Caterer shall indemnify, defend and hold harmless the Hirer from and against all loss, death or injury to caterer's personnel or the personnel of the Caterer's sub-contractors for whom the Caterer is responsible under this contract arising out of or in connection with the operations under this contract.
31. The Caterer shall indemnify, defend and hold harmless the Hirer from and against all injury or death of the Hirer's employees and other authorized personnel on the catering site attributed to proven negligence of the Caterer in the Caterer's operations at any of its catering sites under this agreement.

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32. The Caterer shall indemnify, defend and hold harmless the Hirer from and against all loss or damage to third party property or injury or death of third party personnel attributed to proven negligence of the Caterer in the Caterer's operations at any of its catering sites under this agreement.
33. It is the Caterer's obligation to insure or self-insure until the expiry of the contract, the following insurance coverage:
 - (a) Product Liability including food and drink poisoning risk for US\$1 million; and
 - (b) Liability in respect of fire and explosion.
34. The Caterer undertakes to take good care of the premises put at its disposal free of charge, and shall arrange to effect at its own expense repairs for damage to the said premises directly attributable to its personnel, vehicles or equipment. The Caterer also undertakes to take good care of the Hirer's equipment and to return it to the Hirer at the end of the contract in reasonable condition, taking into account normal wear and tear.

PART XI: ASSIGNMENT, WAIVERS AND DISPUTES

35. The Caterer shall not assign this contract nor sub-contract the work covered by the contract, in whole or in part, without the authority and prior written consent of the Hirer.
 36. No waiver by either party of any of the terms and conditions hereof shall be effective unless said waiver is in writing and signed by an authorized representative of the parties to this contract, or it is a term of this contract.
 37. Nothing contained in this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, whether pursuant to the Convention on the Privileges and Immunities of the United Nations or other Convention, law or decree of an international or national character, or otherwise.
 38. This Agreement constitutes the whole agreement between the parties relating to the subject matter hereof and cannot be altered or in any way modified except by written agreement executed by both parties hereto. All covenants and agreements herein contained shall be deemed to extend to and be binding upon any successors and/or assigns of the parties hereto.
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39. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall, unless it is settled amicably by negotiation, or other agreed mode of settlement, be settled by arbitration, at the request of either Party, in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then obtaining. The International Chamber of Commerce (ICC) shall serve as the Appointing Authority under the Rules. The Parties hereto agree to be bound by any arbitration award rendered under this clause as the final adjudication of such dispute, controversy or claim.
40. This Agreement embodies all the terms and conditions agreed upon between the parties hereto as to the subject matter of this agreement and supersedes and cancels in all respects all previous letters of intent, correspondence, understandings, agreements and undertakings (if any) between the parties hereto with respect to the subject matter hereof, whether such be written or oral.

PART XII: TERMINATION

41. Subject to a thirty-day written notice, this contract may be terminated by the Hirer under the following circumstances:
- (a) For performance which, in the sole discretion of the Hirer, is deemed to be unsatisfactory;
 - (b) Immediately upon the Caterer becoming insolvent; making a general transfer of assets for the benefit of creditors; or becoming voluntarily or involuntarily the object of any proceedings in bankruptcy; and
 - (c) In the event the Hirer's mandate is terminated or curtailed for whatever reason.
42. The Caterer may terminate the contract subject to a thirty-day written notice to the Hirer.
43. Upon service of notice in terms of either paragraph 40 or paragraph 41 herein, the Caterer shall act with reasonable expedition to remove his personnel, equipment and goods from the catering site.
44. Notice shall be deemed properly given when delivered personally to an officer of the parties hereto and signed for at their official addresses as contained in the preamble, or the notice by Registered or Certified mail.
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45. In the case of force majeure, in which the events constituting force majeure last beyond 15 days, the Hirer shall have the right to terminate the contract by notifying the Caterer of the date of termination and with the events themselves serving as sufficient evidence for termination. Should the force majeure conditions cease within 10 days, the contract shall remain valid and in force.
46. Where delay or failure of performance by either party hereto is the result of force majeure, such delay or failure to perform shall not constitute a default for purposes of this contract.
47. It is incumbent on both parties to this agreement to make every effort to minimize the effects of force majeure by acting diligently and prudently, keeping the other party fully advised at all times, in terms of security and general efforts at preserving the assets.
48. The Hirer shall not be responsible for any loss sustained by the Caterer as a result of force majeure.
49. For the purpose of this agreement, force majeure includes the following:
 - (a) Riot, civil commotion, rebellion, insurrection or any usurpation of political power resulting in the complete absence of law and order and general destruction;
 - (b) Ionizing radiation or contamination by radio-activity from any nuclear fuel, any nuclear waste, or from the combustion of nuclear fuel, radio-active toxic explosion, or any explosive nuclear assembly component thereof;
 - (c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - (d) Earthquake, flood, fire or other natural physical disaster;
 - (e) War, invasion, an act of foreign enemies with a capacity to disrupt or otherwise make impossible the performance of the contract by either side;
 - (f) Sanctions imposed by the United Nations or other recognized World bodies, or by individual countries, in such a way that the free flow of human beings and goods from one country to another is impeded;

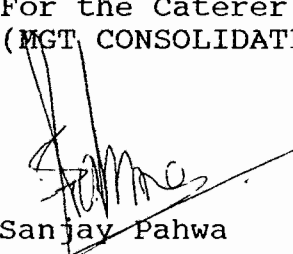
A handwritten signature, possibly reading 'J. F.', is located in the bottom right corner of the page.

PART XIII: STAMP DUTIES

50. The Caterer undertakes to pay the stamp duties on this Agreement, if any.

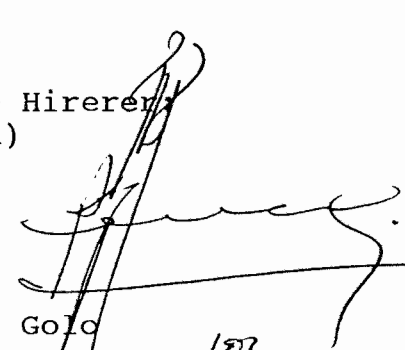
IN WITNESS WHEREOF, the Parties hereto have set their signatures below at Kigali.

For the Caterer:
(MGT CONSOLIDATED SERVICES LIMITED)


Sanjay Pahwa

Date: 7/2/95

For the Hirer:
(UNAMIR)


Ally H. Golo

Date:

7/2/95