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AGREEMENT BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF RWANDA
ON THE STATUS OF THE HUMAN RIGHTS MISSION IN RWANDA

WHEREAS in its resolution 48/141 of 20 December 1993, the General Assembly decided that the High Commissioner for Human Rights will be the United Nations official with principle responsibility for United Nations human rights activities under the direction and authority of the Secretary-General;

WHEREAS in its resolution S-3/1 of 25 May 1994, the Commission on Human Rights requested the Chairman to appoint a Special Rapporteur to investigate at first-hand the human rights situation in Rwanda and to receive relevant, credible information on the human rights situation there, including on root causes and responsibilities for the recent atrocities;

WHEREAS in the same resolution, the Commission on Human Rights requested the Special Rapporteur to visit Rwanda and to report to the members of the Commission on Human Rights on the situation of human rights in the country, including his recommendations for bringing violations and abuses to an end and preventing future violations and abuses, and to gather and compile systematically information on possible violations of human rights and acts which may constitute breaches of international humanitarian law and crimes against humanity, including acts of genocide, in Rwanda and to make this information available to the Secretary-General;

WHEREAS in the same resolution, the Commission on Human Rights requested the High Commissioner for Human Rights to make the necessary arrangements for the Special Rapporteur to be assisted by a team of human rights field officers acting in close cooperation with UNAMIR and other UN agencies and programmes operating in Rwanda;

WHEREAS pursuant to Security Council resolution 935 (1994) of 1 July 1994, the Secretary-General established an impartial Commission of Experts to examine and analyze information submitted pursuant to that resolution, together with such further information as the Commission of Experts may obtain through its own investigations or the efforts of other persons or bodies, including the information made available by the Special Rapporteur for Rwanda, with a view to providing the Secretary-General with its conclusions on the evidence of grave violations of international humanitarian law committed in the territory of Rwanda, including the evidence of possible acts of genocide;

WHEREAS the Secretary-General, in his report to the Security Council on 29 July 1994 (S/1994/879), stated that the Commission of Experts would be based in Geneva and would benefit from the resources of the High Commissioner for Human Rights and those made available to the Special Rapporteur of the Commission on Human Rights on the situation of human rights in Rwanda;

WHEREAS the High Commissioner for Human Rights subsequently called for an expanded field operation to be composed of as many as one hundred and forty-seven human rights field officers, excluding locally recruited personnel, so as to cover each of the communes of the country, as agreed with the Government of Rwanda;

NOW THEREFORE, the United Nations and the Government of Rwanda have agreed as follows:

I. DEFINITIONS

1. For the purpose of the present Agreement the following definitions shall apply:
- (a) "the Mission" means the human rights field operation conducted in Rwanda pursuant to General Assembly resolution 48/141 of 20 December 1993, the Commission on Human Rights resolution S-3/1 of 25 May 1994, and Security Council resolution 935 (1994) of 1 July 1994;
 - (b) "Premises" means the Office in Kigali and sub-Offices or other locations used by the Mission in Rwanda to conduct activities in accordance with the above-mentioned resolutions;
 - (c) "the Government" means the Government of the Republic of Rwanda;
 - (d) "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;
 - (e) "Parties" means the United Nations and the Government of the Republic of Rwanda;
 - (f) "The Special Rapporteur" means the Special Rapporteur appointed by the Chairman of the Commission on Human Rights pursuant to Commission on Human Rights resolution S-3/1 of 25 May 1994;
 - (g) "The Commission of Experts" means the Commission of Experts established pursuant to Security Council resolution 935 (1994) of 1 July 1994;
 - (h) "The Chief of the Mission" means the official appointed to oversee the necessary logistical and administrative arrangements and to ensure coordination of the Mission;
 - (i) "Officials of the United Nations" include staff members of the United Nations employed under the Staff Regulations and Rules of the United Nations, and United Nations Volunteers, who for the purpose of this Agreement shall be assimilated to the officials of the United Nations, with the exception of the persons who are recruited locally and assigned to hourly rates as provided for in United Nations General Assembly resolution 76(1) of 7 December 1946;
 - (j) "Experts on mission" means individuals other than Officials of the United Nations, coming within the scope of Article VI of the Convention;

- (k) "Members of the Mission" means Officials of the United Nations, United Nations volunteers and experts on mission assigned to the Mission.

II. PURPOSE OF THE AGREEMENT

1. The purpose of the Agreement is to regulate the status and activities of the Mission and its members while in Rwanda.

III. APPLICATION OF THE PRESENT AGREEMENT

3. 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 the Mission or any member thereof apply throughout the entire territory of Rwanda and under any other jurisdiction of the Republic of Rwanda.

IV. APPLICATION OF THE CONVENTION

4. The Mission, 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.

V. SCOPE OF ACTIVITIES

5. The Mission shall carry out activities related to the promotion and protection of human rights and the investigation of the human rights situation in Rwanda. These activities shall include:
- (a) To carry out investigations into violations of human rights and humanitarian law including possible acts of genocide, in accordance with directives given by the Special Rapporteur on the situation of human rights in Rwanda and the Commission of Experts established pursuant to Security Council resolution 935 (1994);
 - (b) To monitor the ongoing human rights situation, and through their presence help redress existing problems and prevent possible human rights violations from occurring;
 - (c) To cooperate with other international agencies in charge of re-establishing confidence and thus facilitate the return of refugees and displaced persons and the rebuilding of civic society;
 - (d) To implement programmes of technical cooperation in the field of human rights, particularly in the area of the administration of justice; and
 - (e) To report to the High Commissioner who will make the information available to the Special Rapporteur on the situation of human rights in Rwanda and the Commission of Experts established pursuant to Security Council resolution 935 (1994).

VI. STATUS OF THE MISSION

6. The Mission shall establish an Office in Kigali and such other sub-Offices in Rwanda as necessary for the purpose of discharging its activities in accordance with the present Agreement.
7. The Mission, its Office and sub-Offices, their property, funds and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular case the United Nations has expressly waived its immunity. It is understood, however, that no waiver of immunity shall extend to any measure of execution.
- (a) All premises used by the Mission shall be inviolable. The property and assets of the United Nations, the Mission, the Office, and sub-Offices wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action;
- (b) The appropriate local authorities shall not enter the premises to perform any official duties, except with the express consent of the Chief of the Mission and under conditions agreed to by him.
8. The archives of the Mission and the Office, and sub-Offices as well as in general all documents belonging to the Mission, its Office, and sub-Offices wherever located and by whomsoever held shall be inviolable.
9. The Mission, its assets, income and other property shall:
- (a) Be exempt from all direct taxes, value-added tax, fees, tolls or duties; it is understood, however, that the Mission will not claim exemption from taxes which are, in fact, no more than charges for public utility services, rendered by the Government or by a corporation under Government regulations, at a fixed rate according to the amount of services rendered and which can be specifically identified, described and itemized;
- (b) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported for its official use; it is understood, however, that articles imported under such exemptions will not be sold in the country in which they were imported except under conditions agreed upon with the Government;
- (c) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of their publications.
10. The Mission shall enjoy the facilities in respect to communications provided in Article III of the Convention. Accordingly, no censorship shall be applied to the official correspondence and other official communications of the Mission. Such immunity shall extend to printed matter, photographic and electronic data communications and other forms of communications. The Mission shall be entitled to use codes and to dispatch

and receive correspondence either by courier or in sealed pouches, all of which shall be inviolable and not subject to censorship.

VII. STATUS OF THE MEMBERS OF THE MISSION

11. The Chief of the Mission 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.
12. Officials of the United Nations assigned to serve with the Mission shall enjoy the privileges and immunities provided for under Articles V and VII of the Convention.
13. Experts on mission shall enjoy the privileges and immunities provided for under Article VI of the Convention.
14. Locally recruited personnel of the Mission shall enjoy the immunities concerning official acts and exemptions from taxation and national service obligations provided for in Sections 18 (a), (b) and (c) of the Convention.
15. All members of the Mission shall be exempt from taxation on the pay and emoluments received from the United Nations or from Governments which have made their services available to the Mission. They shall be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.
16. All members of the Mission, 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 termination of the Mission or after any such members cease to be employed to serve the Mission.
17. Members of the Mission referred to in paragraphs 11, 12 and 13 may import and re-export, free of duty or other restrictions, personal effects including goods and equipment for personal consumption during their period of duty with the Mission.

VIII. ENTRY INTO, EXIT FROM AND MOVEMENT WITHIN RWANDA

18. The Mission shall enjoy unrestricted freedom of entry into and exit from Rwanda without delay or hindrance of its members, property, supplies, equipment, spare parts and means of transport, including exemptions from visa regulations.
19. The Mission and its members shall enjoy unrestricted freedom of movement throughout the territory of Rwanda. For this purpose, the Government shall facilitate transport, as necessary, particularly in restricted areas. Such freedom of movement shall include freedom of enquiry, in particular as regards:
 - (a) Access to all prisons, detention centres and places of interrogation, without prior notification, including unrestricted access to all hospitals and medical facilities. Members of the Mission shall have the possibility to speak in private with any person detained or present in such places;
 - (b) Direct contacts with central and local authorities in all branches of Government, including the armed forces.

- (c) Direct contacts with private individuals, representatives of non-governmental organizations, private institutions and the media;
- (d) Access to all documentary material relevant for the effective conduct of the Mission.

IX. FLAG, EMBLEM AND MARKINGS

20. The Mission may display the United Nations flag and/or emblem on its premises, official vehicles and otherwise as agreed upon between the Parties. Vehicles of the Mission shall carry a distinctive United Nations emblem or marking, which shall be notified to the Government.

X. IDENTIFICATION

21. The Government shall, at the request of the Chief of the Mission, issue to Members of the Mission appropriate identity documents, in both the French and Kinyarwandan languages, stating that as members of the United Nations Mission they enjoy privileges and immunities which include freedom of movement and enquiry.

22. Upon request of an authorized official of the Government, members of the Mission shall be required to present, but not to surrender, their identity document.

23. The Mission shall, upon termination of employment or reassignment of any of its members, ensure that all identity documents are returned promptly to the Government.

XI. GOVERNMENT GUARANTEES

24. The Government shall be responsible to provide to the Mission and its members necessary security throughout Rwanda and shall make appropriate security arrangements for the effective conduct of the activities of the Mission.

25. The Government undertakes to respect the status and responsibilities of the Mission and its members and shall not in any way hinder, threaten, punish or subject to legal process any person having or who has had contact with the Mission.

26. Wherever the present Agreement refers to the privileges, immunities and rights of the Mission and its members and to the facilities the Government undertakes to provide to the Mission and its members, the Government shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local authorities.

XII. SETTLEMENT OF DISPUTES

27. Any dispute between the Mission and the Government relating to the interpretation and application of the present Agreement, or any other supplemental agreement, which is not settled by negotiation or another agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator, or if within fifteen (15) days of the request for arbitration the two arbitrators have not appointed a third, the arbitrator shall be appointed by the Secretary-General of the United Nations. If the Secretary-General is unable to appoint an arbitrator, the arbitrator shall be appointed by the International Court of Justice.

President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

XIII. LIAISON WITH THE GOVERNMENT

28. The Government will name liaison officers within the Ministry for Foreign Affairs, the Ministry of Interior, the Ministry of Defense and the Ministry of Justice to ensure communications with the Mission regarding all questions relating to its work.

29. The Chief of the Mission, or such persons designated by him, will liaise with those officers appointed by the Government of Rwanda within the above-mentioned Ministries.

XIV. SUPPLEMENTAL AGREEMENTS

30. The High Commissioner for Human Rights and the Government may conclude supplemental agreements to the present Agreement.

XV. GENERAL PROVISIONS

31. This Agreement shall enter into force upon signature.

32. This Agreement may be terminated in whole or in part by either Party upon written notice to the other Party and shall terminate 30 days after receipt of such notice.

Signature

Signature

Government of the Republic of Rwanda

High Commissioner for Human Rights
José Ayala Lasso

Faustin TWAGIRAMUNGA
Premier Ministre

