

MICT-12-20
17-03-2015
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MECHANISM FOR INTERNATIONAL CRIMINAL TRIBUNALS

THE PRESIDENT

Before: Judge Theodor Meron, President

Registrar: Mr John Hocking

Date: 3 March 2015

BERNARD MUNYAGISHARI Case

Case: No. MICT- 12-20

PUBLIC

Bernard Munyagishari's Request to Revoke Referral Order

Office of the Prosecutor:

Hassan Bubacar Jallow

Defence Counsel:

Ms Natacha Fauveau Ivanovic

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I. INTRODUCTION

1. On 6 June 2012, the Trial Chamber in Case No. ICTR-2005-89-R11*bis*, the *Prosecutor v. Bernard Munyagishari*, rendered the “Decision on Prosecution Request for Referral of the Case to the Republic of Rwanda” (“Decision on Referral”).¹ This Decision was upheld by the Appeals Chamber on 3 May 2013.²

2. The Accused’s fundamental rights have not been ensured in the proceedings in Rwanda.

3. In its “Decision on Referral”, the Trial Chamber granted the Accused the right to seek revocation of the referral order.³ This right was upheld by the Decision of the President of the Mechanism for International Criminal Tribunals (“Mechanism”).⁴

4. On 30 August 2013, the Accused filed a request for the transfer to be revoked due to serious violations of several of his fundamental rights.⁵ On 13 March 2014, the President of the Mechanism dismissed this request without prejudice to the filing of a new request should the circumstances warrant.⁶

5. On 21 May 2014, the Accused filed a new request to revoke the referral order wherein he reiterated the continued violations of his fundamental rights and notably the absence of the funds necessary for his Defence.⁷ On 26 June 2014, the President of the Mechanism acknowledged that the issues raised by the Accused could impact the rights of the Defence. However, since funding for the Defence was still the focus of ongoing negotiations,⁸ he dismissed the request without prejudice to the filing of any new requests.⁹

¹ “Decision on Prosecution Request for Referral of the Case to the Republic of Rwanda”;

² “Decision on Bernard Munyagishari’s Third and Fourth Motions for Admission of Additional Evidence and on the Appeals Against the Decision on Referral under Rule 11*bis*” (“Decision on Appeal”).

³ Decision on Referral, para. 216.

⁴ “Decision on Request for Revocation of an Order Referring a Case to the Republic of Rwanda”, 13 March 2014, pages 2 to 3 (“Decision of 30 August 2013”).

⁵ “Request for Deferral of Transfer of Bernard Munyagishari Due to Serious Violation of Fundamental Rights”.

⁶ Decision of 30 August 2013, page 3.

⁷ “Bernard Munyagishari’s Request to Revoke Referral Order”.

⁸ “Decision on Second Request for Revocation of an Order Referring a Case to the Republic of Rwanda”, page 3 (“Decision 26 June 2014”).

⁹ *Idem*.

6. Eight months after the Decision of the President of the Mechanism, the issue of the remuneration of the Defence has still not been resolved and all the arguments set out in the Request of 21 May 2014 remain valid.

7. Taking into account the flagrant violations of the rights of the Accused, which are sufficiently serious to invalidate all proceedings before the Rwandan courts, and due to the inability of the Rwandan authorities to honour their commitments and end the said violations, the Accused requests revocation of the Decision on Referral so that he may be tried before the Mechanism in accordance with international norms.

II. The Accused Does Not Have Sufficient Legal Aid

8. Although the Rwandan authorities and the Rwandan Bar Association made a commitment before the ICTR to ensure effective and efficient legal aid,¹⁰ and although the Rwandan Bar Association assigned two lawyers to the Accused, his Defence is not guaranteed because no funds were made available to the assigned counsel so that they could carry out their mission effectively. The Accused is absolutely not calling into question the skill, good faith and professionalism of the lawyers assigned to him, but he points out that no lawyer can conduct a serious and effective Defence without funds.

a. Rwanda Failed to Respect Its Legal Aid Commitments

9. When the Trial Chamber ordered the referral of the case to Rwanda, it was satisfied that that the right of the Accused to an effective Defence would be guaranteed in Rwanda.¹¹ The Trial Chamber acknowledged that allocating necessary funds to the Defence was a prerequisite for any effective Defence,¹² but it considered that the financial support for the representation of indigenous accused was guaranteed in Rwanda.¹³ Nevertheless, it found it

¹⁰ "Prosecutor's Request for the Referral of the Case of Bernard Munyagishari to Rwanda Pursuant to Rule 11 bis of the Rules of Procedure and Evidence", 9 November 2011, ("Request"), Annex J, "*Amicus Curiae* Brief for the Republic of Rwanda in Support for the Prosecutor's Application for Referral Pursuant to Rule 11 bis", paras 18 to 26; Annex O, "Affidavit of Tharcisse Karugama", paras 2 to 4; "*Amicus Curiae* Brief of the Kigali Bar Association in the Matter of the Prosecutor's Request for the Referral of the Case of Munyagishari Bernard", 23 January 2012, ("Bar Association Brief"), paras 21 and 25; "Request", Annex L, "Affidavit of Attorney Emmanuel Rukangira", paras 8, 11 and 12.

¹¹ "Decision on Referral", paras 141, 143, 171.

¹² *Idem*, para.170.

¹³ *Idem*, para.153.

useful to point out that “should Rwanda fail to provide sufficient funding as to infringe on the fair trial rights of the Accused, the case is subject to revocation in accordance with Rule 11 *bis* (F)”.¹⁴ The Appeals Chamber found that the Trial Chamber did not err when it “accept[ed] in good faith the assurances of the Minister of Justice of Rwanda and the Secretary-General of its Supreme Court that appropriate funding will be provided”.¹⁵

10. However, since their assignment, the assigned counsel in Rwanda have not received any payment.¹⁶ Although they were offered a contract, it was never signed¹⁷ and it is completely inadequate.¹⁸ Consequently, the Accused considers that Rwanda has not honoured its commitment to provide the necessary funds for legal aid. Eighteen months after the Accused’s transfer to Rwanda, the matter of the financing of his Defence has yet to be resolved, which in turn has delayed the proceedings. Therefore, Rwanda has not only failed to ensure, in violation of Article 14.6 of the Law concerning the Transfer of Cases to the Republic of Rwanda (“Law”)¹⁹ and Article 14.3 (d) of the International Covenant of Civil and Political Rights (“Covenant”), an effective Defence for the Accused but also failed to ensure he receives an expeditious trial, guaranteed to him under Article 14.5 of the Law and Article 14.3 (c) of the Covenant.

b. **The Proposed Funds Are Insufficient**

11. The Accused learnt that the Rwandan authorities were proposing to remunerate his Defence with a total amount of 15,000,000 Rwandan francs, intended to cover all of the proceedings.²⁰ This amount is insufficient to ensure an effective defence in a case that involves the crime of genocide and crimes against humanity.

¹⁴ *Idem*, par.153.

¹⁵ “Decision on Appeal”, para. 84.

¹⁶ “Second Monitoring Report for December 2014, 27 January 2015 (“Report of 27 January 2015”), para. 13. “Monitoring Report for the Munyagishari Case (March 2014)”, 27 March 2014 (“Report of 27 March 2014”), para. 30.

¹⁷ Monitoring Report, December 2014, 13 January 2015, para.8.

¹⁸ *Infra*, paragraphs 13 to 14 and 24.

¹⁹ Law No. 47/3013 of 16 June 2013 regarding the referral of cases to the Republic of Rwanda, *Official Gazette of the Republic of Rwanda*, special issue, of 16 June 2013.

²⁰ Report of 27 January 2015, para. 21; Report of 27 March 2014, para. 28;

12. The Accused's case is at least as complex as the Uwinkindi Case, yet the Uwinkindi Defence received 1,000,000 Rwandan francs per month and per Counsel.²¹ There is no reason that justifies that the Accused's Defence should not receive the same remuneration as the Uwinkindi Defence and, in any case, the sum of 15,000,000 Rwandan francs does not even cover the work done in the Accused's case from their assignment until today.

13. The Accused notes that pursuant to Principle 3 of the Basic Principles on the Role of Lawyers ("Basic Principles on Lawyers") "Fgğovernments shall ensure the provision of sufficient funding and other resources for legal services to the poor and, as necessary, to other disadvantaged persons".

14. The Rwandan authorities did not provide any funds for the Defence, despite stating before the ICTR that funds and financial support for referred cases were assured.²² The claims by the Rwandan authorities constituted the basis for the referral of the Accused's case to Rwanda.²³ However, this has not been the case in practice and the actions of the Rwandan authorities are in direct contradiction with their claims before the ICTR.

15. In his Decision of 26 June 2014, the President of the Mechanism noted that the issue of the remuneration of the Defence was still the focus of ongoing negotiations and may be subject to further review within the Rwandan courts.²⁴ However, eight months after this decision and 18 months after the Accused's transfer to Rwanda, the issue of the remuneration of Counsel has still not been resolved and the trial has yet to begin. Furthermore, the Rwandan courts declined to intervene in the remuneration of the Defence and stated that the financial difficulties of the Defence were beyond the mandate of the Court.²⁵ Moreover, it appears that the Rwandan judges considered that it was possible for the case to progress without resolving the issue of the remuneration of the Defence as they stated that the Court

²¹ Report of 27 March 2014, para. 28.

²² Motion, Annex J, paras 18 to 26; Annex O, paras 2 to 4.

²³ Decision on Referral, para. 153; Decision on Appeal, para. 84.

²⁴ Decision of 26 June 2014, page 3.

²⁵ Monitoring Report, November 2014, 19 November 2014, paras 7 and 13.

was not interested in the financial difficulties of the Defence but only in the progress of the case.²⁶

16. This position by the Rwandan courts shows their total disregard for the rights of the Defence, which is incompatible with any fair trial and seriously calls into question the ability and will of the Rwandan authorities to ensure that the Accused receives a fair trial.

c. **The Rwandan Bar Association Is Not Fulfilling Its Role**

17. Pursuant to the Decision on Referral, upheld on appeal, the Bar Association should have been the “primary administrator of the legal aid system”.²⁷ Indeed, the Bar did assign attorneys to the Accused, but on a *pro bono* basis.²⁸

18. With regard to the issue of payment, the Bar Association declines any responsibility and directs the attorneys to the Ministry of Justice.²⁹ Therefore, the attitude of the Bar Association is in contradiction with the statements it made during the proceedings before the ICTR, when it stated that the Bar Association was the primary administrator of the legal aid system³⁰ and that this programme was financed by funds deposited to the Bar Association.³¹

19. The Accused notes that the Ministry of Justice is not neutral and has its own interest in this case and should in no way be involved in managing the legal aid. In the Rwandan system, members of the Office of the Prosecutor fall under the Ministry of Justice and there is an obvious conflict of interest between this and the Defence of the Accused. In this context, the Accused is extremely preoccupied by the threats of revocation of his Counsel emanating from the Ministry of Justice,³² which were followed through in the Uwinkindi Case.³³ These threats show that the Bar Association plays no role in the administration of legal aid and has no means by which to ensure effective and efficient legal assistance to the Accused. Moreover,

²⁶ *Idem*, par.13;

²⁷ Decision on Referral, para. 143; Decision on Appeal, para. 84.

²⁸ Report of 27 March 2014, para. 52.

²⁹ Monitoring Report for the Munyagishari Case (January and February 2014), 7 March 2014, para. 52.

³⁰ Bar Association Brief, para. 21; Request, Annex L, para. 8.

³¹ Bar Association Brief, para. 25; Request, Annex L, paras 11 to 12.

³² Report of 27 March 2014, para. 29.

³³ Second Monitoring Report for December 2014, 27 January 2015, in Case MICT-12-25, *The Prosecutor v. Jean Uwinkindi* (“Uwinkindi Report”), paras 50 to 52.

these threats of revocation constitute a form of undue intimidation and interference in the Defence of the Accused and are contrary to Principle 16 of the Basic Principles on Lawyers.

20. Lastly, there are serious doubts as to the independence of the Rwandan Bar Association because the Ministry of Justice has been a member of the same since last December.³⁴

III. Working Conditions for Rwandan Lawyers Are Inadequate and Do Not Meet International Standards

21. Pursuant to Principle 16 (a) of the Basic Principles on Lawyers “Governments shall ensure that lawyers are able to perform all of their professional functions without intimidation, hindrance, harassment or improper interference”. Pursuant to Principle 20 of the Basic Principles on Lawyers “Lawyers shall enjoy civil and penal immunity for relevant statements made in good faith in written or oral pleadings or in their professional appearances before a court, tribunal or other legal or administrative authority.”

22. However, Article 6 of the contract proposed by the Ministry of Justice to the lawyers of the Accused provides a right to the Ministry of Justice to cancel the contract if Counsel make any statements of the nature to discredit the Government or the Ministry in the course of their work, either to the press or during the trial.³⁵ Such a clause explicitly hinders the work of the attorney and goes against his freedom of speech, guaranteed under Principle 20 of the Basic Principles on Lawyers.

23. The Accused recalls that in the Uwinkindi Case, Counsel for Jean Uwinkindi were not only unilaterally revoked by the Ministry of Justice,³⁶ which had, by doing so, directly intervened in the Defence of an accused in the middle of his trial, but were also publicly denigrated by the government.³⁷

³⁴ Report of 27 January 2015, para. 44; Annex 2.

³⁵ Annex 1, p. 5, Art. 6.

³⁶ Uwinkindi Report, paras 50 to 52.

³⁷ Annex 3.

24. Moreover, other violations of the rights of the lawyers and the Accused were noted recently. It seems therefore that the Accused did not have the possibility to consult his Counsel in complete confidentiality.³⁸

IV. Equality of Arms between the Prosecution and the Defence Is Not Respected

25. Article 14.1 of the Law guarantees all accused the right to have their case heard publicly and fairly. In accordance with Article 14.1 of the Covenant, all persons shall be equal before the courts and tribunals and everyone shall be entitled to a fair and public hearing. The Human Rights Committee deemed that the right to equality before courts and tribunals guarantees the principles of equal access and equality of arms (“equality of arms”) and ensures that the parties to the proceedings in question are treated without any discrimination.³⁹

26. It is commonly held that the equality of arms does not mean that the Prosecution and the Defence must dispose of the same financial and technical means. Nevertheless, the discrepancy in the means available to the Defence in the present case and the means available to the Prosecution is so great that a fair trial in Rwanda is impossible.

27. Before being tried in Rwanda, this case was dealt with before the ICTR. The investigations were led by the ICTR Office of the Prosecutor, which compiled the case-file and transmitted it to the relevant Rwandan authorities. The ICTR Office of the Prosecutor provided all the necessary information to the Rwandan Prosecutor’s Office and the Rwandan government may, if it so wishes and requires, benefit from the technical assistance of the Mechanism.⁴⁰ Furthermore, the National Public Prosecution Authority hired two members from the ICTR Office of the Prosecutor to assist and advise it in matters pertaining to the transferred cases.⁴¹

28. On the other hand, the Defence has no means and no assistance available: Counsel have not received payment, they do not have funds to conduct investigations or to cover necessary

³⁸ Monitoring Report for October 2014, 18 November 2014, paras 10 to 11.

³⁹ Human Rights Committee, General Comment no. 32, CCPR/C/GC/32 of 23 August 2007, para. 8.

⁴⁰ Article 20 of the Law.

⁴¹ Munyagishari Monitoring Report (July – August 2013), 16 September 2013, para. 109.

expenses, they have no support staff even though such is provided to them under the Law,⁴² they do not benefit from any assistance from the Bar Association or the Mechanism and were not even able to contact former Counsel for the Accused, who compiled a case-file that may be useful in the defence of the Accused in Rwanda.

29. The situation between the Defence and the Prosecution in the Accused's case in Rwanda is so unbalanced that, as things stand, a fair trial cannot take place.

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⁴² Article 17 of the Law.

V. CONCLUSION

30. Pursuant to Article 6.6 of the Statute of the Mechanism and Rule 14 (C) of the Rules of Procedure and Evidence, at any time after an order referring a case has been issued and before the accused is found guilty or acquitted by a national court, the Trial Chamber may revoke the order and make a formal request for deferral where it is clear that the conditions for referral of the case are no longer met and it is in the interests of justice.

31. In the present case, the Rwandan authorities are not respecting their commitments and the conditions under which the Accused is being tried do not correspond to those that the ICTR Judges took into account when they decided to refer the case to Rwanda. Consequently, the conditions for referral are no longer met.

32. The Rwandan authorities are not ensuring an effective defence for the Accused, which he is guaranteed under Article 14.6 of the Law and Article 14.3 (d) of the Covenant, and are not respecting the Accused's right to a fair and expeditious trial, guaranteed by Articles 14.1 and 14.5 of the Law and Articles 14.1 and 14.3 (c) of the Covenant. The actions of the Rwandan authorities are in flagrant violation of Articles 19.2, 19.4 (c) and 19.4 (d) of the Statute of the Mechanism. Consequently, the interest of justice calls for a revocation of the order for referral and for Rwanda to be removed from the case.

33. For the foregoing reasons, the Accused is requesting that:

- a Trial Chamber be designated to rule on the present case:
- the referral order be revoked; and
- Rwanda is removed from the case.

In the alternative, the Accused requests that the Mechanism takes measures to restore balance between the means available to the Prosecution and the Defence by providing assistance to the Defence and designating an Advisor to serve alongside the Defence team.

Number of words /in original/: 2,987

PUBLIC

11/389bis
MICT- 12-20

Done in Paris on 3 March 2015

Natacha Fauveau Ivanovic

Pro Bono Counsel
for Bernard Munyagishari

Bernard Munyagishari's Request to Revoke Referral Order

ANNEX 1

REPUBLIC OF RWANDA

CONTRACT ON LEGAL ASSISTANCE AND REPRESENTATION

BETWEEN

THE MINISTRY OF JUSTICE

AND

THE DEFENCE COUNSEL

FOR

CONTRACT No.

BETWEEN THE UNDERSIGNED:

The Ministry of Justice, hereinafter “The Ministry”, represented by the Permanent Secretary/Assistant General Representative:

AND

The Defence Counsel of.....:

1. Attorney

PREAMBLE

In view of the need for legal assistance before the courts for the accused charged with participation in the commission of the crime of Genocide against the Tutsis and other related violations who have been transferred to Rwanda in the framework of international judicial cooperation and lack sufficient financial means to pay for legal representation;

In view of the commitment of the Ministry of Justice to promote access to justice for everyone;

IT HAS BEEN AGREED AND DECIDED AS FOLLOWS:

Article 1: Subject of the Contract

The present contract concerns judicial assistance to charged with participation in the commission of the crime of genocide against the Tutsis and other related violations, who was transferred to Rwanda in the framework of international judicial cooperation and lacks sufficient financial means to pay for legal representation.

Article 2: Duration of the Contract

The present Contract is concluded for the entire duration of the case.

Article 3: Shared mutual obligations

3.1. Defence Counsel

The Defence Counsel hereby undertake:

- a) to assist the Accusedbefore Rwanda's courts in all instances and at all stages of the proceedings;
- b) to inform the Ministry of Justice of any and all actions taken by them in the course of rendering their respective services;
- c) to send monthly progress reports to the Bar Association and the Ministry of Justice, detailing the progress of the case until a final decision, not subject to appeal, is reached.

3.2. Ministry of Justice

The Ministry of Justice hereby undertakes:

- a) to monitor and evaluate Counsel's activities;
- b) to provide the funds for legal aid;
- c) to facilitate communication between Defence Counsel and judicial bodies;
- d) to disburse Counsel's fees according to the payment schedule stipulated in Article 4 of this Contract.

Article 4: Fees

The Defence Counsel, regardless of the number of legal representatives, shall receive their fees in totality, in the fixed amount of fifteen million Rwandan francs (15,000,000 FRW) for all levels of jurisdiction, payable as follows:

- a) Three million five hundred thousand Rwandan francs (3,500,000 FRW) upon the signing of the contract;
- b) Four million Rwandan francs (4,000,000 FRW) against a copy of the Trial Judgment;
- c) Two million five hundred thousand Rwandan francs following the lodging of an appeal;
- d) Five million Rwandan francs (5,000,000 FRW) against a copy of the Appeals Judgment.

A separate contract shall be negotiated for any other extraordinary appeal made by the Accused. However, the amount of fees shall not exceed three million Rwandan francs (3,000,000 FRW).

The amount of fifteen million Rwandan francs (15,000,000 FRW) includes all taxes and charges payable in Rwanda as well as any and all expenses incurred by the legal representatives inside the country.

In the event that the Tribunal orders the legal representatives to travel outside the country, a separate contract shall be negotiated.

All the payments shall be made to bank account no.opened with the Bank in the names of

In the event that Counsel should wish to change the bank account, they shall do so in writing thirty (30) calendar days before the next scheduled payment.

Article 5: Revision of the Contract

By mutual agreement, the Parties may, as required, revise the terms and conditions of the present Contract. Such revision, however, may not touch upon the fees that shall remain unaltered for the entire duration of the Contract.

Article 6: Cancellation of the Contract

For legitimate reasons, first and foremost in view of the complexity of the litigation involved, each Party reserves the right to unilateral cancellation of the contract, following three (3) months' notice.

The Ministry reserves the right to cancel the contract, following thirty (30) days' notice, in the following cases:

- a) In case of violation by Counsel of the Code of Ethics of the Bar Association;
- b) in case of fraud or corruption;
- c) in case of commission by Counsel of any act of such a nature as to entail their criminal liability;
- d) if Counsel conduct themselves in an inappropriate way at the Tribunal or resort to stalling tactics to draw out the proceedings or inhibit their normal course;
- e) if Counsel make any statements aimed at discrediting the Government or the Ministry in the course of their work, either to the press or during the trial.

Without prejudice to the first paragraph of the present Article, any failure by the Accused to follow the instructions of the Ministry of Justice found in the Annex to this Contract, shall be considered as grounds for its cancellation.

When the Contract is cancelled, Counsel are required to hand over all the exhibits in the case file to the colleagues who will replace them in the same case; the accounts shall be balanced, and one or the other Party shall effect a refund or payment of the outstanding amount, as appropriate. The remaining fees for the case shall be payable to the succeeding legal representative.

Article 7: Address and Communication

Any communication from one Party to another under the present Contract shall be addressed in writing to the following address:

Bernard Munyagishari's Request to Revoke Referral Order

ANNEX 2

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ATTORNEY GENERAL AND MINISTER OF JUSTICE JOHNSTON BUSINGYE TOOK OATH TO BE A MEMBER OF RWANDA BAR ASSOCIATION.



In black gown, the Minister of Justice/ Attorney General Johnston Busingye together with the permanent Secretary/Solicitor General Mrs Isabelle Kalihangabo, and 30 coordinators of Access to Justice House (MAJ) took oath to be a member of Rwanda Bar Association as provide for by the law.

In an event held at the Supreme Court and presided over by the Chief Justice Sam Rugege, and attended by Foreigner affairs Minister Hon Louis Mushikiwabo and other high-ranking officials at the ceremony witnessed the oath of the Minister of Justice and 139 other members to join the bar association.

In his remarks, Chief Justice, stress that, this new blood and strong manpower in addition to support Justice Sector that was long overdue. He thanked the Government of Rwanda's support to the poor people for making them easy and costless access Justice; this was done by establishing and enforcing MAJ in each district across the country. This oath gives you right to start defending your clients in courts.

He warned them not to use the power entrusted to them and working contrary to the principles and their integrity of lawyer's. "He emphasized that, the laws give you clear independence and integrity", but this independence has to be clearly defined and exercised to achieve its objectives in reaching the truth and Justice. This independence should not be platform to misbehave, destroys Justice and tarnishing the image of the country that we all owe to build.

Minister of Justice and Attorney General after taking his oath, explained that, having joined **Rwanda Bar Association, is not coming as a threat and inspector but to add on the capacity of Bar Association**, since the association got new intellectuals in regards the law field like Martin Ngoga, who also took oath and he was former Rwanda Prosecutor General.

The Attorney General and Solicitor General defend the start in the civil litigation matters where necessary.

Bernard Munyagishari's Request to Revoke Referral Order

ANNEX 3

http://www.minijust.gov.rw/media-center/news/news-details/?tx_ttnews%5Btt_news%5D=337&cHash=d4c060dab0a90bb8ff1cd375c665e0b0

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Truth about Uwinkindi's lawyers complains revealed



On 22nd January 2015, Minister of Justice and attorney General hold a press conference to discuss the complains raised by Uwinkindi Jean lawyers about not getting paid by the Ministry of Justice. The press conference took place in the MINIJUST conference hall from 3pm.

Minister Busingye explained that before a person is sent to Rwanda by the International Criminal Tribunal for Rwanda, the Government of Rwanda signs contracts highlighting all conditions including provision of legal aid support to poor fugitives. **It is in the same case that Uwinkindi Jean was extradited to Rwanda in April 2012. Since then, he was given Me Niyibizi Jean Baptiste and Me Gatera Gashabana as his lawyers. Uwinkindi was presented before court for the first time on 14th January 2013 and till now he has been before court 38 times.**

In the beginning, Uwinkindi lawyers from Rwanda Bar Association were paid thirty thousands per hour and in November 2013 this contract was amended and it was agreed that each lawyer will be paid one million per month. Minister of Justice highlighted that Uwinkindi's case is the most expensive to the Government of Rwanda so far as it has costed Rwanda more that 82 million Rwandan francs while the prosecution side has only used 1.2 million Rwandan francs.

The cabinet meeting held in October 2014, approved a National legal aid Policy and its content should be applied to all people who need legal aid support as it is the Government's responsibility to support vulnerable people who need legal aid services without mismanaging public funds. "we will not stop supporting people extradited to Rwanda to get justice especially poor ones as it is our responsibility to deliver justice to all; however, we should bear in mind proper management of public funds" Minister Busingye added.

With the use of different documents and proofs, Minister of Justice and Attorney General told journalists that all funds that have been requested by Uwinkindi's lawyers till the 26th November 2014 totaling to more than 82 million Rwandan francs were paid fully. Different from what was said by Uwinkindi on 21st January 2015 before court when he came alone in court and asked where his lawyers are; he said that they went to follow up for their salaries not paid by MINIJUST since February 2014. Note that these lawyers withdrew from the case illegally as they were supposed to serve their 3 months notice period.

Minister Busingye on what can be done once the lawyers are not willing to continue with the case and Uwinkindi does not want new lawyers, he told the media that in a court case the only thing that does not change is the defendant; judges, prosecutors; lawyers may change. "Laws provide for any problem that may arise in a court case and how it can be solved as no person is above the law" Minister highlighted.

Concluding the press conference, Minister of Justice appreciated their presence and requested the media to spread the news only after consulting all the parties involved to get the facts.