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Mechanism for International Criminal Tribunals

Case No: MICT-12-25

Date: 27 January 2015

Original: English

Before:

Judge Theodor Meron, President

Registrar:

Mr. John Hocking

PROSECUTOR

v.

JEAN UWINKINDI

PUBLIC

SECOND MONITORING REPORT FOR DECEMBER 2014

Monitors:

Ms. Jelena Gudurić
Prof. Zbigniew Lasocik
Ms. Xheni Shehu

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I. INTRODUCTION

1. This monitoring report pertains to the activities in the *Uwinkindi* case before the Rwandan judiciary and the interactions of Jelena Gudurić, monitor appointed by the Mechanism for International Criminal Tribunals (“Monitor”) with various stakeholders during her two missions to Rwanda, from 8 to 12 December 2014 and from 29 to 31 December 2014 (“Reporting Period”).¹
2. Two court hearings were held in the Reporting Period: on 10 and 30 December 2014. The Monitor followed both hearings with the assistance of the interpreter. The 10 December 2014 hearing was brief as the Chamber decided to adjourn until 30 December 2014 due to the unavailability of Defence Counsel. The hearing of 30 December 2014 was also adjourned due issues related to the termination of the Defence Counsel’s contract.
3. The Court will resume on 8 January 2015 to hear any developments regarding the Defence Counsel’s contract.
4. In addition to observing the hearings, the Monitor met with Mr. Uwinkindi, his Lead Counsel, representatives of the Ministry of Justice, the Minister of Justice, the Executive Secretary of the Kigali Bar, and examined the Case File.²
5. A detailed report on all activities during the Reporting Period is provided below.

II. DETAILED REPORT

A. Monitoring Mission from 8 to 12 December 2014

Court Hearing of 10 December 2014

6. The hearing was held before the full Chamber, in the presence of the Accused, Mr. Uwinkindi, and Mr. Mutangana who appeared for the Prosecution. Defence Counsel were not in attendance.
7. In response to the Chamber’s enquiry, Mr. Uwinkindi indicated that he did not know why his Counsel were absent from the hearing. The Chamber explained that it had received a written submission from Counsel stating that they would be in attendance at a funeral ceremony at the time of the hearing.
8. Responding to a further question from the Chamber, Mr. Uwinkindi stated that he cannot plead without his Counsel.
9. The Prosecution noted that Defence Counsel sought an adjournment of the hearing not only because of the funeral but also owing to their ongoing contract negotiations with the Ministry of Justice. While the Prosecution agreed that the former reason justified an adjournment of the hearing, it did not concur with the latter.
10. Having heard the parties, the Chamber adjourned the hearing until 18 December 2014.

¹ Prof. Zbigniew Lasocik filed a separate report on his mission. See *Prosecutor v. Jean Uwinkindi*, Case No. MICT-12-25, Monitoring Report December 2014, public, dated 13 January 2015.

² The Monitor met with Mr. Uwinkindi and examined the Case File with the assistance of the interpreter.

Examination of the Case File on 10 December 2014

11. The Monitor examined the Case File in the office of the Registrar. One document was entered on the case file since the previous examination.³ On 9 December 2014, Defence Counsel filed a submission informing the Court that they are not ready to attend the hearing of 10 December 2014 for two reasons. First, amid Counsel's preparations for the hearing, the Ministry of Justice invited them to negotiate the contract concerning remuneration for legal representation and defence investigations. Due to the negotiations, Counsel sought two additional weeks to prepare for the next hearing. Second, Counsel sought to adjourn the hearing on 10 December 2014 in order to attend a colleague's funeral on the same day.

Meeting with representatives of the Ministry of Justice on 10 December 2014

12. To adduce information on Defence Counsel's contract, the Monitor met Ms. Odette Yankulije, Head of Access to Justice Department and Principal State Attorney, Mr. Théophile Mbonera, Head of Legal Service Department, and Ms. Olivia Kaguliro Mulerwa, International Justice and Judicial Cooperation Manager.
13. By way of introduction, the representatives of the Ministry explained that the International Justice Division is a newly created division of the Ministry of Justice whose mandate is to follow the cases transferred by the International Criminal Tribunal for Rwanda ("ICTR") and by national jurisdictions.
14. Turning to the issue of remuneration of counsel, the representatives informed the Monitor that remuneration regulations of the Ministry of Justice changed in January 2014 and that a new legal aid policy and a Ministry directive are now in place. The two documents were developed taking into account best practices as well as the challenges previously faced by the Ministry.
15. The Ministry also developed a new model agreement between the Ministry and counsel who represent accused in transferred cases. The agreement was prepared after seeking the views of the Rwanda Bar Association. It provides for a lump sum of 15 million Rwandan Francs ("RWF") for the entire duration of the trial and any appeal. The Ministry arrived at the amount of 15 million RWF after discussing it with the Rwanda Bar Association whose mandate is to determine lawyers' fees. The Ministry representatives noted that the sum of 15 million RWF is the highest fee prescribed by the Bar Association and added that in order for counsel to charge more they need to seek approval from the Bar Association. In addition to the lump sum, the contract allows for extra payments such as for searching for witnesses.
16. According to the Ministry, as the new contract is based on a lump sum system, it acts as an incentive to progress the case expeditiously. This was confirmed by the Rwanda Bar Association as well as in practice since the new model agreement was signed with counsel in the *Bandora* case in September 2014. Notwithstanding specificities of each case, a comparison of the *Uwinkindi* case (which is remunerated through monthly payments irrespective of whether Counsel attend hearings) and the *Bandora* case

³ See *Prosecutor v. Jean Uwinkindi*, Case No. MICT-12-25, Second Monitoring Report for November 2014, public, dated 17 December 2014, para. 53.

(which operates under the lump sum system) reveals that the two are at the same stage though the former started two years before the latter.

17. The representatives also stressed the importance of having harmonised contracts in all cases, and added that a model contract similar to the one developed for transferred cases exists for cases where accused are minors.
18. The Ministry proposed the new contract to Mr. Uwinkindi's Counsel because the current contract provides that it can be revised after six months. The Ministry representatives noted that the current contract in the *Uwinkindi* case remains in force until a new one is signed. They added that the Ministry continues to make payments under the current contract, upon submission of invoices, and that any delays in payment are solely of administrative nature.
19. For the *Munyagishari* case, the Ministry similarly offered the new contract to Defence Counsel but, at present, no contract is in place.

Meeting with Lead Counsel on 11 December 2014

20. Mr. Gatera Gashabana, Mr. Uwinkindi's Lead Counsel, informed the Monitor that the Ministry of Justice invited him to a meeting on 4 December 2014. At the meeting, the Ministry presented the new model contract for legal services and suggested that it be concluded in the *Uwinkindi* case. Mr. Gashabana responded to the Ministry that he would need time to review the contract and that he would submit his views in writing.
21. Mr. Gashabana handed over a copy of the proposed contract to the Monitor as well as his and Mr. Niyibizi's written response to the Ministry.⁴ In terms of the next step, Mr. Gashabana expects the Ministry to reply to the Defence response of 8 December 2014. He concluded that until the situation is satisfactorily resolved it has grave consequences for the Accused.
22. Mr. Gashabana noted that this is the Ministry's second attempt to offer the same terms of contract, as they had been offered the previous year. At the time, Counsel refused to agree to that contract and, instead, the current regime of monthly payments was agreed.
23. According to Mr. Gashabana, the Ministry indicated that Rwanda is a poor country and that the *Uwinkindi* case is exhausting their resources.
24. Mr. Gashabana opined that the new contract does not meet international standards. He added that he submitted an estimate to the Ministry in August 2013 concerning the amount of money the Defence will need to carry out their investigations, but that no funds have been allocated in this regard.
25. Mr. Gashabana noted that the *Bandora* case – in which Counsel accepted the new agreement – was transferred from a State and not from an international court with the concomitant assurances of appropriate funds.
26. At present, the Ministry is making payments under the current contract. The last payment was made in February 2014. Payments for work performed from March to October 2014 are currently in process.

⁴ The documents are kept in the case correspondence binder.

27. Mr. Gashabana expressed that he fears the Ministry may terminate the current contract at any point. He is also concerned that the new contract provides for 15 million RWF and does not provide for additional funds for investigation.
28. Mr. Gashabana noted that his Co-counsel, Mr. Niyibizi, is Lead Counsel in the *Munyagishari* case and added that the Ministry of Justice proposed the same contract in that case. He observed that unlike in *Uwinkindi*, no contract has been signed in the *Munyagishari* case and consequently no payments have been made. Mr. Niyibizi has submitted his response concerning the new contract to the Ministry which is similar to the response of Mr. Uwinkindi's Defence of 8 December 2014.
29. Turning to the issue of Defence investigation, Mr. Gashabana reiterated that the Defence had completed their investigation of witnesses residing in Rwanda, but certain witnesses had since changed their address causing the Defence to try to re-locate them. The problem remains with witnesses residing outside Rwanda, and with whom no contact has been made due to the lack of Defence investigative resources.
30. In respect of Mr. Uwinkindi's expressed concern regarding witness statements,⁵ Mr. Gashabana noted that the Defence can call Prosecution witnesses removed from the Prosecution's witness list or, alternatively, ask that their statements be removed from the case file. As for the Defence submissions made in French,⁶ Mr. Gashabana said that he would translate future submissions for Mr. Uwinkindi.

Meeting with the Minister of Justice on 11 December 2014

31. The Monitor met His Excellency Mr. Johnston Busingye, Minister of Justice and Attorney General, at his invitation.
32. The Minister noted that the role of the Ministry of Justice in criminal cases is to administer legal aid and support evidence collection. He observed that, prior to the transfer of the two ICTR cases, Rwanda had no experience with such cases. In terms of legal aid, domestic cases never receive more than \$1,000 in legal aid funds. With ICTR accused on the other hand, Rwanda was required to provide \$60,000 in legal aid funds per case, which raised concerns as to the sustainability of such funding.
33. Further, a precondition for all legally aided cases in Rwanda is that the accused's indigence is verified. This is necessary as legal aid policies apply only if the accused is unable to fund his defence. The Minister believed that the ICTR did not verify the means of the transferred accused and accordingly the Ministry is required to provide funds without knowledge about the accused's indigence status.
34. The current contract in the *Uwinkindi* case (providing for monthly payments of 1 million RWF) was an alternative to the Ministry's initial proposal that the Defence be paid 15 million RWF for the entire duration of the case. The Ministry agreed to the current contract as it believed that the case would be completed by now and that Defence Counsel would not exceed the amount of 15 million RWF. However, the case is not progressing as expected.

⁵ See *Prosecutor v. Jean Uwinkindi*, Case No. MICT-12-25, Second Monitoring Report for November 2014, public, dated 17 December 2014, para. 31.

⁶ See *Prosecutor v. Jean Uwinkindi*, Case No. MICT-12-25, Second Monitoring Report for November 2014, public, dated 17 December 2014, para. 35.

35. The Minister observed that Rwanda has a number of transferred cases and concluded that, in order to ensure equal treatment of all accused, two legal aid regimes cannot exist. For this reason, the Ministry decided to harmonise counsel fees across all referred cases.
36. The Minister noted that Mr. Uwinkindi requested 100 million RWF for his investigation without providing any information on witnesses. He merely listed countries to which Counsel wishes to travel to search for witnesses. In the Minister's view, it would be unreasonable to allow funding for such a fishing expedition. The Minister opined that the Defence should provide a more detailed plan for their witness search before seeking funds for travel. In addition, with the help of the ICTR, new technology to hear evidence by alternative means has been installed. These means accommodate the testimony of witnesses who are fearful to come to Rwanda but can also be used for other witnesses.
37. The Minister concluded that his Ministry will continue to comply with its obligations. He highlighted that the ICTR did not specify the level of remuneration, and the Government made only broad-stroke assurances to provide legal aid, without committing to specific amounts.

Meeting with a representative of the Rwanda Bar Association on 12 December 2014

38. In the absence of the President of the Rwanda Bar Association, the Monitor met Mr. Victor Mugabe, Executive Secretary of the Rwanda Bar Association.
39. Mr. Mugabe explained that the role of the Bar Association is to provide qualified lawyers to the accused, in line with the accused's choice. The accused have the right to choose from a list of counsel maintained by the Bar Association. The Bar Association monitors qualified legal representation but is not involved in matters concerning remuneration of counsel. Any negotiation of payments in transferred cases is between the lawyer and the Ministry of Justice.
40. Mr. Mugabe noted that five cases have been transferred to Rwanda. In *Uwinkindi*, two Defence Counsel have been assigned who subsequently signed a contract with the Ministry of Justice for the remuneration of their work. In *Munyagishari*, the two designated Counsel have refused to sign a contract under the terms offered by the Ministry, which are different to those offered in the *Uwinkindi* case.
41. Mr. Mugabe informed that the Government has spent approximately 80 million RWF thus far on the *Uwinkindi* case. He opined that a lump-sum remuneration system would contribute to a speedy trial in accordance with the accused's right to an expeditious trial. He added that, under the current contract, Counsel for Mr. Uwinkindi provide reports containing general information on their work to the Permanent Secretary of the Ministry of Justice and reserve a copy thereof for the Bar Association. Under the previous contract in the *Uwinkindi* case, on the other hand, Counsel were paid by hour, and were required to produce detailed reports with times for hearings and other activities.
42. As a precondition for legal aid in domestic cases, according to Mr. Mugabe, the accused has to complete the form prepared by the Ministry of Justice in which they either claim full indigence or indicate the percentage to which they can contribute to the cost of their

defence. He added that the indigence assessment is necessary to determine the extent to which the Ministry of Justice will support the applicant but that such an assessment has not been done in the transferred cases thus far.

43. Comparing the transferred cases with other genocide cases in Rwanda, Mr. Mugabe stated that the latter are tried before ordinary courts where lawyers act *pro bono*. For non-genocide criminal cases before courts, where an accused is indigent, only transportation and similar costs to counsel are covered but not their fees. Mr. Mugabe also explained that in all cases involving non-indigent accused, counsel fees are a matter of negotiation between the client and counsel within the fee scale prescribed by the Bar Association.

Meeting with Mr. Uwinkindi on 12 December 2014

44. Mr. Uwinkindi reiterated his grave concerns regarding the issues surrounding the remuneration of his Counsel. The lack of legal aid funds, particularly for investigation, coupled with delays in payments to his Counsel (Mr. Uwinkindi noted that his counsel were last paid approximately 10 months ago) are effectively denying his right to defence. He is particularly worried about the new contract proposed to his Counsel by the Ministry which, among other provisions, prohibits Counsel from criticising the Government and the Ministry of Justice. Mr. Uwinkindi believed that this provision is detrimental to his defence.
45. Mr. Uwinkindi stressed the importance of funding his investigation, particularly with respect to witnesses who reside outside Rwanda. The complete lack of funds for this purpose negates his fair trial rights.
46. He opined that the totality of difficulties concerning legal aid has been prolonging his detention. In addition, he believed that due to the lack of remuneration, his counsel are compelled to focus on other cases as sources of income which, in turn, is a reason why they do not visit him often to discuss the case.
47. In terms of the conditions of detention, Mr. Uwinkindi complained about his inability to contact his children by telephone. Noting that neither his wife nor his adult children live in Rwanda, Mr. Uwinkindi stated that he is allowed to call only his wife by telephone. He added that in the United Nations Detention Facility in Arusha he was permitted to call his relatives whereas in the Kigali Prison he is allowed to call only one number. Mr. Uwinkindi had asked the new Prison Director to look into the issue but he received no response which effectively amounts to a denial of contact with his children.

B. Monitoring Mission from 29 to 31 December 2014

Court Hearing of 30 December 2014

48. The hearing was held before the full Chamber, in the presence of Messrs. Mutangana and Ruberwa appearing for the Prosecution, as well as Mr. Uwinkindi and his Counsel, Messrs. Gashabana and Niyibizi.
49. The Chamber noted it had received a submission from Defence Counsel and invited Counsel to explain the content of the submission.

50. Counsel requested an adjournment due to a letter they had received from the Ministry of Justice terminating their contract. Counsel understood the letter to mean that their legal representation services have ceased which required them to prepare the handover of the case file to the Bar Association which appointed them. Defence Counsel argued that it would not be in the interests of the accused to continue with the merits of the case if Counsel are to be replaced.
51. The Chamber invited the Accused's views. Mr. Uwinkindi expressed his surprise regarding the termination of contract, of which he had not been notified. He learned about it only at the hearing. He noted that in addition to new Judges who were assigned to his case recently, in September 2014, it appeared that he would now have new lawyers as well. He conveyed his dissatisfaction with Counsel's replacement and asked the Chamber to adjourn the hearing so to allow Counsel to discuss the matter with the Bar Association.
52. The Chamber invited the Prosecution to respond. The Prosecution informed the Court that it had received the letter terminating Counsel's contract but noted that the letter allowed Counsel to continue to work on the case for a transitional period. The Prosecution noted that the letter explains that Counsel and the Ministry of Justice failed to come to an agreement regarding the contract, and that Counsel refused to accept the remuneration within the Ministry prescribed remuneration scale for indigent accused. The Prosecution argued that the case should not be halted due to Counsel's failure to reach an agreement on this matter. While the situation may justify a minor delay it should not be an obstacle for the trial to continue. The Prosecution noted that the last paragraph of the letter states that Counsel shall continue to assist the accused during three months following their receipt of the letter, and that they would be remunerated for work performed during that period. In the Prosecution's view, if Counsel are paid, they can continue to represent the accused.
53. Defence Counsel responded that they are not concerned with the payment during the transitional period but with the accused's rights. Continuing legal representation during the three-month period is not helpful to the client if Counsel are to be replaced thereafter. Counsel stated that the contract is signed between Counsel and the President of the Bar Association. The Ministry is not a party to the contract but rather only remunerates Counsel's services. The Bar Association provided no instructions and Counsel indicated they will need to discuss with the Bar what will happen at the end of the three-month period.
54. Defence Counsel added that the unilateral termination of contract denies the accused's right to counsel of his choice, as provided for under the Rwandan constitution and the International Covenant on Civil and Political Rights. Counsel cannot continue to represent the accused if they are to be replaced. The rationale for introducing the three-month transitional period is to prepare the case file for the replacement counsel but not to continue to represent the client. Counsel sought additional time to meet with the client and determine their course of action.
55. Mr. Uwinkindi pleaded for a fair trial. He explained that upon transfer, he wrote to the Bar Association to inform them that he is unable to fund his defence. The following day, the Bar Association provided him with a list of lawyers. He then selected Counsel to represent him. The Bar Association accepted his choice, the contract was signed and the Ministry of Justice accepted this. Mr. Uwinkindi expressed his wish for his Counsel

to continue representing him in the case, and emphasised that the contract should not be terminated. He preferred his Counsel to continue negotiating this matter with the Ministry.

56. The Chamber briefly adjourned to deliberate. When the hearing resumed, the Chamber found it necessary to adjourn the day's hearing, and scheduled the next hearing on 8 January 2015. The Chamber asked Defence Counsel to continue negotiations in the meantime, and to inform the Court at the next hearing if they will continue to represent Mr. Uwinkindi.

Meeting with Mr. Uwinkindi and his Lead Counsel on 30 December 2014

57. Mr. Uwinkindi complained that the Prison Administration is not adequately responding to detainee complaints. Despite a number of requests, the Prison Administration has not fixed the lights in the bathroom. In Mr. Uwinkindi's view, if the lights cannot be used, detainees would not oppose alternative solutions, such as torches, as long as they have means to safely go to the bathroom.
58. Turning to his trial, Mr. Uwinkindi expressed concerns with several matters. First, he has been denied defence investigators and, instead, his lawyers were told that they should be undertaking an investigation. However, no funds have been provided for this purpose.
59. Second, in the middle of the trial, the Chamber was changed. The two replacement Judges have not yet mastered the details of the case, leading Mr. Uwinkindi to question their ability to decide the case.
60. Third, his Defence Counsel are also being replaced. The Ministry of Justice said they do not have sufficient funds to remunerate Counsel's work. Mr. Uwinkindi did not share the view that the lack of funds is a reason to terminate Counsel's contract. He wondered why the Ministry had not called his Counsel to inform them that there are no funds given the possibility for Counsel to represent him *pro bono*. Instead, the Ministry simply prevented his Counsel from assisting him further by terminating their contract.
61. Mr. Uwinkindi handed the Monitor a copy of the Ministry's letter of 22 December 2014 terminating the contract.⁷
62. Mr. Uwinkindi informed the Monitor that the Ministry of Justice is arguing that his Counsel should sign the new contract because Mr. Bandora's Counsel have done so. Mr. Uwinkindi objected to this argument as Mr. Bandora, with whom he spends a lot of time in the Prison and knows well, is wealthy. According to Mr. Uwinkindi, Mr. Bandora had not asked the Bar Association to assign him Counsel upon his transfer to Rwanda. He remunerated Counsel's work himself. Mr. Uwinkindi added that the funds that the Ministry of Justice is paying in the *Bandora* case, only supplement Mr. Bandora's and are used to cover an investigation and search of witnesses, not Counsel fees. In Mr. Uwinkindi's view, Mr. Bandora's case is running smoothly because his Counsel are well paid.
63. Mr. Uwinkindi's Lead Counsel, Mr. Gashabana joined the meeting at a later time.

⁷ The letter is kept in the case correspondence binder.

64. Mr. Gashabana was gravely concerned with provisions of the new contract regulating its termination. Article 6(e) provides that a reason for unilateral termination of the contract by the Ministry is if Counsel makes statements aimed at discrediting the Government or the Ministry of Justice.⁸ If Counsel is to state that the Government or the Ministry is not meeting its commitments, that in itself would be a breach of duties and a reason for the termination of contract under Article 6.
65. As an example, Mr. Gashabana stated that the Ministry recently made a media statement that Counsel are well paid, that the trial is progressing and that there are no difficulties. When a journalist called Mr. Gashabana to verify the information, Mr. Gashabana could not reply that the statement is not true, in case it provided a reason to terminate the contract. Instead, Mr. Gashabana replied that all matters between Counsel and the Ministry are a matter of professional confidence and that he is unable to comment. The journalist was not satisfied with that response.
66. Mr. Gashabana stated that he cannot agree to those provisions of the new contract which regulate counsel fees, funds for investigation and contract termination. He also disagrees with the Ministry being a party to the contract.
67. In Mr. Gashabana's view, Counsel's contracting party should be the Bar Association, not the Ministry of Justice. That approach is in line with the Bar Association regulations as well as the Bar Association's *amicus curiae* submission before the ICTR. Under the applicable regulations, the administration of legal aid falls under the competence of the Bar Association. Since the Bar Association does not have the necessary funds, the regulations provide for a creation of a legal aid fund managed jointly by the Bar Association and the Ministry. The Bar Association is best placed to assess Counsel's discharge of his duties, and to monitor Counsel's conduct. The Ministry of Justice should not be involved in these matters, as is envisaged in the new contract.⁹
68. In the recently terminated contract, Mr. Gashabana noted, the Ministry is only a "witness who agrees with the contract". The contact was signed between the Bar Association and Counsel. According to Mr. Gashabana, the Ministry cannot terminate the contact because they are not a party to it.

⁸ Article 6 of the draft new contract provides:

"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."

⁹ See Article 6 reproduced in fn. 8.

69. At his meeting with the Ministry on 8 December 2014, Mr. Gashabana enquired why the Bar Association is not a party to the contract and the Ministry provided no response. Following the meeting, on 15 December 2014, Counsel presented their views on the new contract in writing. On 22 December 2014, the Ministry terminated the contract.
70. Mr. Gashabana briefly discussed further steps he intends to take but preferred that these matters not be disclosed in the report.
71. He added that it is presently unknown what would happen upon the expiration of the three-month transition period and whether Counsel would be removed from the case or if they would be in a position similar to that of Mr. Munyagishari's Counsel who continue to act as Counsel though there is no contract in place.

Information from other sources

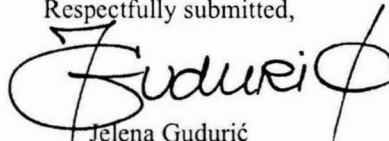
72. The Monitor notes that the National Legal Aid Policy dated September 2014 is available on the website of the Ministry of Justice.¹⁰ The Policy, *inter alia*, provides for a budget of 100 million RWF for "Hiring [Rwanda Bar Association] lawyers for indigent persons in other courts including for international genocide cases" for year 2014/15.¹¹
73. The Monitor also notes that according to an article available on the website of the Ministry of Justice dated 25 December 2014, the Minister of Justice (together with other individuals) became a member of the Rwanda Bar Association.¹²

III. CONCLUSION

74. The Monitor remains available to provide any additional information, at the President's direction.

Dated this 27th day of January 2015

Respectfully submitted,



Jelena Gudurić
Monitor for the *Uwinkindi* case
The Hague, the Netherlands

¹⁰ See http://www.minijust.gov.rw/fileadmin/Documents/Mol_Document/Legal_Aid_Policy_-_JMCC_Faxback.pdf (last accessed on 22 January 2015).

¹¹ *Id.*, page 36, item 11.

¹² See http://www.minijust.gov.rw/media-center/news/news-details/?x_tnews%5B%5D=32&cHash=b4638d0090bdc7ac102f23464b (last accessed on 8 January 2015).