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Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 64 n'iya 168; Imaze gusuzuma Amasezerano hagati ya Repubulika y'u Rwanda na Guverinoma ya Sulutana ya Oman yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Riyadh, muri Arabiya Sawudite, ku wa 04 Ukuboza 2023; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda na Guverinoma ya Sulutana ya Oman yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Riyadh, muri Arabiya Sawudite, ku wa 04 Ukuboza 2023, ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2:</u> Ingingo y'ururimi Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168; After consideration of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Sultanate of Oman, signed at Riyadh, Saudi Arabia, on 04 December 2023; ADOPTS: <u>Article One:</u> Approval for ratification The Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Sultanate of Oman, signed at Riyadh, Saudi Arabia, on 04 December 2023, in Annex, is approved for ratification. <u>Article 2:</u> Language provision This Law was drafted in English, considered and adopted in Ikinyarwanda.	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168; Après examen de l'Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Sultanat d'Oman, signé à Riyad, en Arabie Saoudite, le 04 décembre 2023; ADOpte: <u>Article premier:</u> Approbation pour ratification L'Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Sultanat d'Oman, signé à Riyad, en Arabie Saoudite, le 04 décembre 2023, en annexe, est approuvé pour ratification. <u>Article 2:</u> Disposition linguistique La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
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<u>Ingingo ya 3: Gutangira gukurikizwa</u> Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<u>Article 3: Entry into force</u> This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 3: Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 16/12/2025

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 038/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA SULUTANA YA OMAN YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I RIYADH MURI ARABIYA SAWUDITE, KU WA 04 UKUBOZA 2023	ANNEX TO LAW N° 038/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE SULTANATE OF OMAN, SIGNED AT RIYADH, SAUDI ARABIA, ON 04 DECEMBER 2023	ANNEXE À LA LOI N° 038/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU SULTANAT D'OMAN, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 04 DÉCEMBRE 2023
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AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA SULUTANA YA OMAN YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I RIYADH MURI ARABIYA SAWUDITE, KU WA 04 UKUBOZA 2023	AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE SULTANATE OF OMAN, SIGNED AT RIYADH, SAUDI ARABIA, ON 04 DECEMBER 2023	ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU SULTANAT D'OMAN, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 04 DÉCEMBRE 2023
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**AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND
THE GOVERNMENT OF THE SULTANATE OF OMAN**

The Government of the Republic of Rwanda and the Government the Sultanate of Oman hereinafter referred to as the “Contracting Parties”);

Being parties to the Convention on International Civil Aviation and International Air Services Transit Agreement both opened for signature at Chicago on the seventh day of December, 1944;

Desiring to facilitate the expansion of International Air Services opportunities;

Recognising that efficient and competitive International Air Services enhance economic growth, trade, tourism, investment and the welfare of consumers;

Desiring to ensure the highest degree of safety and security in International Air Services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of Air Services, and undermine public confidence in the safety of civil aviation, and

Desiring to conclude an agreement for the purpose of establishing and operating Air Services between and beyond their respective Territories;

Have agreed as follows:

Article 1

Definitions

For the purpose of this Agreement, unless the context otherwise requires, the following definitions shall apply:

- (a) “Aeronautical Authorities” means, in the case of the Republic of Rwanda, the Ministry of Infrastructure and in the case of the Sultanate of Oman, the Civil Aviation Authority or in both cases any other person or body authorized to exercise the functions presently assigned to the said authorities.
- (b) “Agreement” means this Agreement, its Annexes and any amendments thereto.

- (c) "Agreed Services" means the International Air Services which can be operated, according to provisions of this Agreement on the Specified Routes.
- (d) "Annex" means the Annex to this Agreement or any amendments thereto, in accordance with the provisions of Article 18 (Consultations and Amendment) of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement shall include the Annex except where explicitly agreed otherwise.
- (e) "Air Service", "International Air Service", "Airline" and "Stop for Non-Traffic Purposes" have the meanings specified in Article 96 of the Convention.
- (f) "Capacity" means:
 - in relation to an aircraft, the payload of that aircraft available on the route or section of a route.
 - in relation to a specified Air Service, the Capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or section of a route.
- (g) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any annex adopted under Article 90 of that Convention and any amendment of the annexes of the Convention under Articles 90 and 94 thereof, so far as those annexes and amendments have become effective for or been ratified by both Contracting Parties.
- (h) "Designated Airlines" means any Airline which has been designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement.
- (i) "Ground-handling" means and includes but is not limited to the passenger, cargo and baggage handling, and the provision of catering facilities and services.
- (j) "ICAO" means the International Civil Aviation Organization.
- (k) "International Air Transportation" means air transportation which passes through the air space over the Territory of more than one state.
- (l) "Marketing Airline" means an Airline that offers air transportation on an aircraft operated by another Airline through code-sharing.

- (m) "Route Schedule" means the schedule of the routes to operate Air Transportation Services annexed to this Agreement and any modifications thereto as agreed in accordance with the provisions of Article 18 of this Agreement.
- (n) "Specified Routes" means the routes established or to be established in the Annex to this Agreement.
- (o) "Spare Parts" means, articles of a repair or replacement nature for incorporation in an aircraft, including engines.
- (p) "Tariff" means any fare, rate or charge of the prices to be paid for the carriage of passengers, baggage and cargo, excluding mail, in air transportation, including any other mode of transportation in connection therewith, charged by Airlines, including their agents and the conditions governing the availability of such fare, rate or charge.
- (q) "Territory" has the meaning specified in Article 2 of the Convention.
- (r) "Traffic" means passengers, baggage, cargo and mail.
- (s) "Regular Equipment" means articles, other than stores and Spare Parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment.
- (t) "User Charges" means fees or rates levied for the use of airports, navigational facilities and other related services offered by one Contracting Party to the other.

Article 2

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of scheduled International Air Services on the routes specified in Annex 1 to this Agreement by the Designated Airlines of the other Contracting Party:
 - (a) to fly without landing across the Territory of the other Contracting Party.
 - (b) to make Stops for Non-Traffic Purposes in the Territory of the other Contracting Party.
 - (c) to make stops in the Territory at the points specified for that route in Annex 1 to this Agreement for the purpose of embarking and

disembarking the international Traffic in combination or separately.

(d) the rights otherwise specified in this Agreement.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on the Designated Airlines of one Contracting Party the privilege of uplift and discharge, in the Territory of the other Contracting Party, Traffic carried for remuneration or hire when destined for another point in the Territory of that other Contracting Party.

Article 3

Designation and Authorization

1. Each Contracting Party shall have the right to designate one or more Airlines for the purpose of operating the Agreed Services on the Specified Routes. Such designation shall be effected by virtue of a written notification through diplomatic channels.
2. On receipt of such designation, the Aeronautical Authorities of other Contracting Party shall, subject to paragraphs 3 and 4 of this Article, grant to the Designated Airline(s) the necessary operating authorization without delay.
3. The Aeronautical Authorities of one Contracting Party may require an Airline designated by the other Contracting Party to satisfy that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operations of International Air Services by such Aeronautical Authorities in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by a Designated Airline of the rights specified in Article 2 (Grant of Rights) of this Agreement, in any case where the Contracting Party is not satisfied that:
 - (a) substantial ownership and effective control of that Airline are vested in the Contracting Party designating the Airline or in its nationals; or

- (a) the Government designating the Airline is maintaining and administering the standards set forth in Article 13 (Aviation Safety) and Article 14 (Aviation Security) of this Agreement.
- 5. When an Airline has been so designated and authorized, it may begin at any time to operate the Agreed Services, provided that a Capacity is agreed upon and a Tariff is established in accordance with the provisions of Article 5 (Capacity) and Article 6 (Tariffs) of this Agreement is in force in respect of that service.

Article 4

Revocation or Suspension of Operating Authorization

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 (Grant of Rights) of this Agreement by an Airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights, in any of the following cases:
 - (a) if it is not satisfied that substantial ownership and effective control of that Airline is vested in the Contracting Party designating the Airline or in the nationals of such Contracting Party.
 - (b) if the Airline fails to comply with the laws or regulations of the Contracting Party granting these rights.
 - (c) if the Airline fails to operate in accordance with the conditions prescribed under this Agreement.
2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultations with the other Contracting Party. In such case consultations shall begin within a period of 60 (sixty) days from the date of request made by either Contracting Party for consultations.

Article 5 Capacity

1. The Designated Airlines of each Contracting Party shall enjoy fair and equal opportunity for the operation of the Agreed Services between their respective Territories.
2. In the operation by the Designated Airlines of either Contracting Party of the Agreed Services, the interests of the Airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services provided on all or part of the same route.
3. The Agreed Services provided by the Designated Airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the Specified Routes and shall have as their primary objective the provision, at a reasonable load factor, of Capacity adequate to carry the current and reasonably anticipated requirements of passengers and cargo including mail between the Territories of the Contracting Parties which has designated the Airline.
4. In the operation of the Agreed Services, the total Capacity to be provided and the frequency of the services to be operated by the Designated Airlines of each Contracting Party shall be, at the outset, mutually determined by the Aeronautical Authorities of the Contracting Parties before the services are inaugurated. Such Capacity and frequency of services initially determined may be reviewed and revised from time to time by said authorities.

Article 6 Tariffs

1. Each Contracting Party shall allow the Tariffs for International Air Services operated to, from and through its Territory to be established by the Designated Airlines at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit and the Tariffs of other Airlines. Intervention by the Contracting Parties shall be limited to:
 - (a) prevention of unreasonably discriminatory Tariffs or practices;
 - (b) protection of consumers from Tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and

- (c) protection of Airlines from Tariffs that are artificially low due to direct or indirect governmental subsidy or support.
- 2. The Tariffs established under paragraph 1 shall not be required to be filed by the Designated Airlines of one Contracting Party with the Aeronautical Authorities of the other Contracting Party for approval.
- 3. Neither Contracting Party shall allow its Designated Airlines, in the establishment of Tariffs, either in conjunction with any other Airlines or separately, to abuse market power in a way which has, is likely or intended to have the effect of severely weakening a competitor, being a Designated Airline of the other Contracting Party, or excluding such a competitor from a route.
- 4. The Contracting Parties agree that the following Airline practices, in relation to the establishment of Tariffs, may be regarded as possible unfair competitive practices which may merit closer examination:
 - (a) charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;
 - (b) the practices in question are sustained rather than temporary;
 - (c) the practices in question have a serious economic effect on, or cause significant damage to, Designated Airlines of the other Contracting Party; and
 - (d) behaviour indicating an abuse of dominant position on the route.
- 5. In the event that either Aeronautical Authority is dissatisfied with a Tariff proposed or in effect for an Airline of the other Contracting Party, the Aeronautical Authorities will endeavour to settle the matter through consultations, if so requested by either Aeronautical Authority. In any event, the Aeronautical Authority of a Contracting Party shall not take unilateral action to prevent the coming into effect or continuation of a Tariff of an Airline of the other Contracting Party.
- 6. Notwithstanding the foregoing, the Designated Airlines of one Contracting Party shall provide, on request, to the Aeronautical Authorities of the other Contracting Party the information relating to the establishment of the Tariffs, in a manner and format as specified by such authorities.

7. No Contracting Party shall impose on the other Contracting Party's Designated Airlines a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to Capacity, frequency or Traffic that may be inconsistent with the purposes of this Agreement.

Article 7

Taxes, Customs Duties and Other Charges

1. Aircraft operated on International Air Services by the Designated Airline of either Contracting Party, as well as their Regular Equipment, Spare Parts (including engines), supplies of fuels and lubricants (including hydraulic fluids), and aircraft stores (including food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight) carried on board, shall be exempt from all customs duties, inspection fees and other duties or taxes on arrival in the Territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft until such time as they are re-exported or used on board of the aircraft on the part of the journey to be performed over that Territory.
2. The following items also shall be exempt from the same duties and taxes, in relation with the exception of carriage corresponding to the service performed:
 - (a) aircraft stores taken on board in the Territory of either Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board of the aircraft engaged in an International Air Service of the Contracting Party.
 - (b) Spare Parts (including engines) and regular airborne equipment entered into the Territory of either Contracting Party for the maintenance or repair of

aircraft used on international services by the Designated Airlines of the other Contracting Party.

- (c) fuel and lubricants (including hydraulic fluids) destined to supply aircraft operated on International Air Services by the Designated Airline of the other Contracting Party, even when these supplies are to be used on the part of the journey to be performed over the Territory of the Contracting Party in which they are taken on board.
 - (d) printed ticket stock, airway bills or any printed material bearing insignia of a Designated Airline of a Contracting Party and usual publicity material distributed without charge by that Designated Airline intended for use in the operation of the International Air Services until such time as they are re-exported.
3. Materials referred to in paragraph 2 above shall be subject to supervision or control of customs authorities.
 4. The normal aircraft equipment, as well as Spare Parts (including engines), aircraft stores, supplies of fuels and lubricants (including hydraulic fluids) as well as other materials and supplies retained on board the aircraft operated by the Designated airlines of one Contracting Party may be unloaded in the Territory of the other Contracting Party only with the approval of the customs authorities of such Territory. In such case, they shall be placed under the supervision or control of the appropriate authorities until they are re-exported or otherwise disposed of in accordance with the customs laws and procedures of that Contracting Party.
 5. The fees corresponding to the services performed in relation to the storage and customs clearance will be charged in accordance with the national laws and regulations of the Contracting Parties.

Article 8

Direct Transit

Subject to the laws and regulations of each Contracting Party, passengers, baggage, cargo and mail in direct transit through the Territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a very simplified examination except in respect of security measures against violence, air piracy and smuggling of narcotics and

psychotropic substances. Such baggage, cargo and mail shall be exempt from customs, excise tax and similar duties, fees and charges.

Article 9 User Charges

1. The charges which either of the Contracting Parties may impose or permit to be imposed on the Designated Airline of the other Contracting Party for the use of airports, aviation security and other related facilities and services under its control shall not be higher than those that would be paid for the use of such airports, aviation security and other related facilities and services by the national Airlines of the Contracting Party engaged in similar International Air Services at the time arrangements for use are made.
2. The Designated Airlines of one Contracting Party shall be permitted, in accordance with the national laws and regulations of both Contracting Parties, on the basis of reciprocity, to perform its own specified Ground-Handling services in the Territory of the other Contracting Party and, at its option, to have Ground-Handling services provided in whole or in part by any agent authorised, if required by domestic laws and regulations, by the competent authorities of the other Contracting Party to provide such services.
3. The fees and charges imposed in the Territory of one Contracting Party on a Designated Airline of the other Contracting Party for the use of airports, aviation security and other related facilities and services shall be non-discriminatory, and equitably apportioned amongst categories of users. For such fees and charges to be non-discriminatory, they should be levied on foreign airlines at a rate no higher than the rate imposed on a Contracting Party's own airlines operating similar International Air Services.
4. Contracting Parties shall encourage the exchange of such information between the competent charging authorities and the airlines as may be necessary to permit a full assessment of the reasonableness of, justification for, and apportionment of the charges in accordance with this Article.
5. Each Contracting Party shall encourage discussions between its competent charging authorities and the Airlines using the services and facilities, or where practicable, through the Designated Airlines' representative organizations. Increased or new charges should only follow adequate consultations between

the competent charging authorities and the airlines. Reasonable notice of any proposals for changes in User Charges should be given to users to enable them to express their views before the changes are made.

Article 10

Airlines Representatives and Access to Local Services

1. In accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment the Designated Airlines of one Contracting Party shall be entitled to bring in and to maintain in the Territory of the other Contracting Party their own administrative, commercial, sales, operational, technical and other specialist staff who are required for the operation of the Agreed Services.
2. The staff requirements may, at the option of the Designated Airlines of one Contracting Party, be satisfied by its own personnel or by using the services and personnel of any other organization, company or Airline operating in the Territory of the other Contracting Party and which has been authorized to perform such services for other Airlines.
3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party. Consistent with such laws and regulations each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

Article 11

Currency Conversion and Remittance of Earnings

1. Each Designated Airline shall have the right to sell and issue its own transportation documents in the Territory of the other Contracting Party through its sales offices and, at its discretion, through its agents. Such Airlines shall have the right to sell such transportation, and any person

shall be free to purchase such transportation in any convertible currency or in local currency.

2. Each Designated Airline shall have the right to convert and remit to its country, on demand, at the official rate of exchange, the excess of receipts over expenditures achieved in connection with the carriage of Traffic. In the absence of appropriate provisions of a payments Agreement between the Contracting Parties, the above mentioned transfer shall be made in convertible currencies and in accordance with the national laws and foreign exchange regulations applicable.
3. The conversion and remittance of such revenues shall be permitted without restriction at the rate of exchange applicable to current transactions, which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.
4. The Designated Airlines of each Contracting Party shall have the right at their discretion to pay for local expenses, including purchases of fuel, in the Territory of the other Contracting Party in local currency or, provided this accords with local currency regulations, in freely convertible currencies

Article 12

Recognition of Certificates and Licenses

1. Certificates of airworthiness, certificates of competency and licenses, issued or rendered valid by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the Agreed Services on the Specified Routes provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. However, each Contracting Party reserves the right to refuse to recognize, for the purpose of flights above its own Territory, certificates of competency and licenses granted to its own nationals or rendered valid for them by the other Contracting Party or any other State.

2. If the privileges or conditions of the licenses or certificates issued by the Aeronautical Authorities of one Contracting Party to any person or Designated Airline or in respect of an aircraft used in the operation of the Agreed Services, as referred to in paragraph 1 above, should permit a difference from the minimum standards established under the Convention, which such difference has been filed with the International Civil Aviation Organization (ICAO), the other Contracting Party may request consultations between the Aeronautical Authorities with a view to clarifying the practice in question.

Failure to reach satisfactory Agreement shall constitute grounds for the application of Article 4 (Revocation or Suspension of Operating Authorization) of this Agreement.

Article 13 **Aviation Safety**

1. Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities and services, flight crew or the aircraft and the operation of the aircraft. Such consultations shall take place within 30 (thirty) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred in to paragraph 1 of this Article that are at least equal to the minimum standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and the steps considered necessary to conform with those minimum ICAO standards, and that other Contracting Party shall take appropriate corrective action within an agreed period. Failure by the other Contracting Party to take appropriate action within the agreed period shall justify as

grounds for the application of Article 4 (Revocation, Suspension or Limitations of Authorization) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 16 of the Convention, it is agreed that any aircraft operated by or on behalf of an airline of one Contracting Party on services to or from the Territory of another Contracting Party may, while within the Territory of the other Contracting Party, be the subject of an inspection by the authorized representatives of the other Contracting Party, on board and around the aircraft, provided this does not lead to unreasonable delay (in this Article referred to as "Ramp Inspection"). However, the obligations mentioned in Article 33 of the Convention, the objective of this inspection is to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment, in accordance with the established effective norms on the base of the Convention.

4. If any such Ramp Inspection or series of Ramp Inspections gives rise to:

- (a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or

- (b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a Ramp Inspection of an aircraft operated by the Designated Airline of a Contracting Party in accordance with paragraph 3 above is denied by the representative of that Airline, the other Contracting Party shall be free to

infer that serious concerns of the type referred to in paragraph 4 above arise and draw the conclusions referred in that paragraph.

6. Each Contracting Party reserves the right to immediately suspend or vary the operating authorization of the Airline of the other Contracting Party in the case the first Contracting Party concludes, whether as a result of a Ramp Inspection, the denial of an access to a Ramp Inspection or a series of Ramp Inspections, consultation or otherwise, that immediate action is essential to the safety of an Airline operation.
7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

Article 14 **Aviation Security**

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 or the Convention on the Marking of Plastic Explosives for the Purpose of Detection done at Montreal on 1 March 1991 or any other convention on aviation security binding upon both Contracting Parties.

2. The Contracting Parties shall provide, upon request, all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, of airports and air navigation facilities, and to address any other threat to the security of civil aviation.
3. The Contracting Parties, in their mutual relations, shall act in conformity with all aviation security standards and appropriate recommended practices established by ICAO and designated as annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties. They shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their Territory and the operators of airports in their Territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties. Accordingly, each Contracting Party shall advise the other Contracting Party of any difference between its national regulations and practices and the aviation security standards of the annexes referred to above. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such differences, which shall be held in accordance with paragraph 2 of Article 18 (Consultation and Amendment) of this Agreement.
4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within, the Territory of that other Contracting Party. Each Contracting Party shall secure that adequate measures are effectively applied within its Territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their

passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof, with minimum risk to life.

6. Each Contracting Party shall take such measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference, which has landed in the Territory of the respective Contracting Party is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

Article 15

Flight Schedule Submission

1. The Designated Airlines of each Contracting Party shall submit its envisaged flight schedules for approval to the Aeronautical Authorities of the other Contracting Party on each schedule period (summer and winter) at least 30 (thirty) days prior to the operation of the Agreed Services. This shall likewise apply to any modification thereof. In special cases, this time limit may be reduced subject to the consent of the said authorities.
2. If either Designated Airline of one Contracting Party wishes to operate supplementary flights or additional flight besides those covered in the approved flight schedule, it shall first seek prior permission of the Aeronautical Authorities of the other Contracting Party. Such requests shall be submitted in accordance with the national laws and regulations of the Contracting Parties.

Article 16

Exchange of Information and Statistics

The Aeronautical Authorities of either Contracting Party shall provide to the Aeronautical Authorities of the other Contracting Party at their request, as long in advance as practicable, any information, including periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the Capacity provided on the Agreed Services by the Designated

Airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of Traffic carried by that Airline on the Agreed Services and the origins and destinations of such Traffic.

Article 17

Application of National Laws and Regulations

1. The laws and the regulations of a Contracting Party relating to the entry into, sojourn in or departure from its Territory of aircraft engaged in International Air Services, or to the operation and navigation of such aircraft or flights of the aircraft over that Territory shall be complied with by the Designated Airlines of the other Contracting Party.
2. The laws and the regulations of one Contracting Party governing entry into, sojourn in or departure from its Territory of passengers, crew, baggage or cargo, including mail, such as formalities relating to entry, exit, clearance, emigration and immigration, aviation security, passports, customs, currency, postal, health and quarantine shall be complied with by or on behalf of such passengers, crew, baggage, cargo or mail carried by the aircraft of the Designated Airlines of the other Contracting Party while they are within the said Territory.
3. Each Contracting Party shall, upon request of the other Contracting Party, provide the copies of the relevant laws, regulations and procedures referred to in this Agreement.

Article 18

Consultations and Amendment

1. In a spirit of close co-operation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation, interpretation, application or amendment of this Agreement and the Annexes thereto.
2. Either Contracting Party may request consultations with a view to modify this Agreement or its Annexes, which shall begin at the earliest possible date but not later than 60 (sixty) days from the date the other Contracting Party receives the written

request, unless both Contracting Parties agree to an extension of this period. Such consultations may be conducted through discussion or by correspondence. Each Contracting Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate rational and economic decisions to be taken.

3. If either of the Contracting Parties considers it desirable to amend any provision of this Agreement, such amendment shall be approved by each Contracting Party in accordance with its legal procedures and shall enter into force when the Contracting Parties notify each other the fulfilment of such legal procedures through the diplomatic channel.
4. Amendments to the provision of Annex 1, may be made through direct Agreement between the Aeronautical Authorities of the Contracting Parties. They shall be applied provisionally from the date they have been agreed upon and enter into force when confirmed by an exchange of diplomatic notes.

Article 19 **Settlement of Disputes**

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it through negotiations between the Aeronautical Authorities of both Contracting Parties.
2. If the said Aeronautical Authorities of the Contracting Parties fail to reach a settlement through negotiation, the dispute shall be settled through the diplomatic channels.
3. If the Contracting Parties fail to reach a settlement pursuant to paragraphs 1 and 2 above, either Contracting Party may in accordance with its relevant laws and regulations refer the dispute to an arbitral tribunal of 3 (three) arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated.
Each of the Contracting Parties shall nominate an arbitrator within a period of 60 (sixty) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting

arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of 60 (sixty) days.

If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the ICAO may at the request of either Contracting Party appoint an arbitrator or arbitrators as the case requires. In such cases, the third arbitrator shall be a national of a third state and shall act as president of the arbitral tribunal.

4. The Vice President or a senior member of the ICAO Council, not being a national of either of the Contracting Parties, as the case may be, shall replace the President of ICAO in its arbitral duties, as mentioned in paragraph 3 of this Article, in case of absence or incompetence of the latter.
5. The arbitral tribunal shall determine its procedures and the place of arbitration subject to provisions agreed upon between the Contracting Parties.
6. The decisions of the arbitral tribunal shall be final and binding upon the Contracting Parties to the dispute.
7. If either Contracting Party or the Designated Airline of either Contracting Party fails to comply with the decision given under this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which have been granted by virtue of this Agreement to the Contracting Party in default.
8. Each Contracting Party shall bear the expenses of its own arbitrator. The expenses of the president, including his fees and any expenses incurred by ICAO in connection with the appointment of the president and the arbitrator of the Contracting Party in default as referred to in - this Article shall be shared equally by the Contracting Parties.
9. Pending the submission to arbitration and there after until the arbitral tribunal publishes its award, the Contracting Parties shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with the said award.

Article 20

Registration

This Agreement, its Annexes and all amendments thereto shall be registered with ICAO.

Article 21

Multilateral Agreements

In the event of conclusion of a multilateral convention or agreement concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform with the provisions of such convention or agreement.

Article 22

Termination of the Agreement

Either Contracting Party may at any time give notice to the other Contracting Party through diplomatic channels of its decision to terminate this Agreement; such notice shall simultaneously be communicated to ICAO.

In such case, the Agreement shall terminate 12 (twelve) months after the date of receipt of the notice by the other Contracting Party unless the notice to terminate is withdrawn by mutual Agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received 14 (fourteen) working days after the date on which ICAO will have received communication thereof.

Article 23

Entry into Force

This Agreement shall be approved according to the legal requirements in the State of each Contracting Party and shall enter into force at the date of receipt of the second of the two notifications by which the Contracting Parties communicated officially to each other through diplomatic channels the fulfilment of their respective internal procedures provided for at this end.

In witness thereof, the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement.

Done this on 4th of December 2023 in Riyadh, Saudi Arabia during the ICAO International Civil Aviation Negotiation Event (ICAN2023), in Arabic and English languages, all texts being equally authentic.

**For the Government of
the Sultanate of Oman**



H.E.Eng. Naif Ali Hamed Al Abri
President of the Civil Aviation Authority

**For the Government of
the Republic of Rwanda**



H.E. Eugene Segore Kayihura
Ambassador

ANNEX 1 ROUTE SCHEDULE

The Designated Airlines by the Government of the Republic of Rwanda shall be entitled to operate Air Services in both directions as follows:

From	Intermediate Points	To	Beyond Points
Points in Rwanda	Any points	Any points	Any points

The Designated Airlines by the Government of the Sultanate of Oman shall be entitled to operate Air Services in both directions as follows:

From	Intermediate Points	To	Beyond Points
Points in Oman	Any points	Any points	Any points

Notes:

1. The intermediate points and beyond points on the above routes, and the fifth freedom Traffic rights which may be exercised at such points by the Designated Airlines, shall be jointly determined between the Aeronautical Authorities of both Contracting Parties.
2. Intermediate and beyond points may be omitted by the Designated Airlines on any or all flights at their discretion provided that such services on this route shall start and terminate in the Territory of the Contracting Party designating the Airline.
3. Co-terminal rights: Designated Airlines of each Party will have the right to operate to points in the Territory of the other Party separately or in combination on the same flight number with co-terminal rights, provided no domestic Traffic is carried except for own stopover Traffic where permitted by the Party's laws and regulations.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 038/2025 ryo ku wa 16/12/2025 ryemera kwemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda na Guverinoma ya Sulutana ya Oman yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Riyadh, muri Arabiya Sawudite, ku wa 04 Ukuboza 2023	Seen to be annexed to Law n° 038/2025 of 16/12/2025 approving the ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Sultanate of Oman, signed at Riyadh, Saudi Arabia, on 04 December 2023	Vu pour être annexé à la Loi n° 038/2025 du 16/12/2025 approuvant la ratification de l'Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Sultanat d'Oman, signé à Riyadh, en Arabie Saoudite, le 04 décembre 2023
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Kigali, 16/12/2025

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

ITEGEKO N° 039/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA REPUBULIKA YA POLONYE YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I WARSAW, MURI POLONYE, KU WA 13 UGUSHYINGO 2024 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu <u>Ingingo ya 2:</u> Ingingo y’ururimi <u>Ingingo ya 3:</u> Gutangira gukurikizwa	LAW N° 039/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF POLAND ON AIR SERVICES, SIGNED AT WARSAW, POLAND, ON 13 NOVEMBER 2024 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Approval for ratification <u>Article 2:</u> Language provision <u>Article 3:</u> Entry into force	LOI N° 039/2025 DU 16/12/2025APPROUVANT LA RATIFICATION DE L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE POLOGNE RELATIF AUX SERVICES AÉRIENS, SIGNÉ À VARSOVIE, EN POLOGNE, LE 13 NOVEMBRE 2024 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Approbation pour ratification <u>Article 2:</u> Disposition linguistique <u>Article 3:</u> Entrée en vigueur
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ITEGEKO N° 039/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA REPUBULIKA YA POLONYE YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I WARSAW, MURI POLONYE, KU WA 13 UGUSHYINGO 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y’U RWANDA INTEKO ISHINGA AMATEGEKO: Umutwe w’Abadepite, mu nama yawo yo ku wa 07 Ukwakira 2025; Ishingiye ku Itegeko Nshinga rya	LAW N° 039/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF POLAND ON AIR SERVICES, SIGNED AT WARSAW, POLAND, ON 13 NOVEMBER 2024 We, KAGAME Paul, President of the Republic; THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA THE PARLIAMENT: The Chamber of Deputies, in its sitting of 07 October 2025; Pursuant to the Constitution of the	LOI N° 039/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE POLOGNE RELATIF AUX SERVICES AÉRIENS, SIGNÉ À VARSOVIE, EN POLOGNE, LE 13 NOVEMBRE 2024 Nous, KAGAME Paul, Président de la République; LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU’ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA LE PARLEMENT: La Chambre des Députés, en sa séance du 07 octobre 2025; Vu la Constitution de la République du
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Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 64 n'ya 168; Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Polonye yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Warsaw, muri Polonye, ku wa 13 Ugushyingo 2024; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Polonye yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Warsaw, muri Polonye, ku wa 13 Ugushyingo 2024, ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2:</u> Ingingo y'ururimi Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	Republic of Rwanda, especially in Articles 64 and 168; After consideration of the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Poland on Air Services, signed at Warsaw, Poland, on 13 November 2024; ADOPTS: <u>Article One:</u> Approval for ratification The Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Poland on Air Services, signed at Warsaw, Poland, on 13 November 2024, in Annex, is approved for ratification. <u>Article 2:</u> Language provision This Law was drafted in English, considered and adopted in Ikinyarwanda.	Rwanda, spécialement en ses articles 64 et 168; Après examen de l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Pologne relatif aux services aériens, signé à Varsovie, en Pologne, le 13 novembre 2024; ADOpte: <u>Article premier:</u> Approbation pour ratification L'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Pologne relatif aux services aériens, signé à Varsovie, en Pologne, le 13 novembre 2024, en annexe, est approuvé pour ratification. <u>Article 2:</u> Disposition linguistique La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
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<u>Ingingo ya 3: Gutangira gukurikizwa</u> Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<u>Article 3: Entry into force</u> This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 3: Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 16/12/2025

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w’Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w’Ubutabera akaba n’Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 039/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA POLONYE YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I WARSAW, MURI POLONYE, KU WA 13 UGUSHYINGO 2024	ANNEX TO LAW N° 039/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF POLAND ON AIR SERVICES, SIGNED AT WARSAW, POLAND, ON 13 NOVEMBER 2024	ANNEXE À LA LOI N° 039/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE POLOGNE RELATIF AUX SERVICES AÉRIENS, SIGNÉ À VARSOVIE, EN POLOGNE, LE 13 NOVEMBRE 2024
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AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA POLONYE YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I WARSAW, MURI POLONYE, KU WA 13 UGUSHYINGO 2024	AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF POLAND ON AIR SERVICES, SIGNED AT WARSAW, POLAND, ON 13 NOVEMBER 2024	ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE POLOGNE RELATIF AUX SERVICES AÉRIENS, SIGNÉ À VARSOVIE, EN POLOGNE, LE 13 NOVEMBRE 2024
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A G R E E M E N T
B E T W E E N
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
A N D
THE GOVERNMENT OF THE REPUBLIC OF POLAND
O N A I R S E R V I C E S

The Government of the Republic of Rwanda and the Government of the Republic of Poland, hereinafter referred to as “the Contracting Parties”;

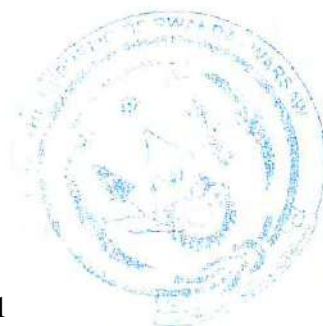
Being parties to the Convention on International Civil Aviation, signed in Chicago on 7 December 1944;

Acknowledging the importance of air transport as a means of creating and preserving friendship, understanding and cooperation between the peoples of the two countries;

Desiring to develop cooperation in the field of air transport and to contribute to the progress of international civil aviation;

Desiring to conclude an agreement for the purpose of establishing air services between and beyond their respective territories;

Have agreed as follows:



Article 1

DEFINITIONS

For the purposes of this Agreement, unless the context otherwise requires:

- a) the term "Convention" means the Convention on International Civil Aviation, signed in Chicago on 7 December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;
- b) the term "aeronautical authorities" means in the case of the Republic of Rwanda, the Minister responsible for civil aviation and, in the case of the Republic of Poland, the President of the Civil Aviation Authority, or in both cases, any other authority or person legally empowered to perform the functions exercised by the said authorities;
- c) the term "Agreement" means this Agreement, the Annex thereto and any amendments to the Agreement or to the Annex;
- d) the term "designated airline" means an airline which has been designated and authorised in accordance with Article 3 (Designation and Operating Authorisation) of this Agreement;
- e) the terms "agreed service" and "specified route" mean international air service established pursuant to Article 2 (Grant of Rights) of this Agreement and the route specified in the Annex to this Agreement, respectively;
- f) the term "tariff" means the price to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services performed by the airline in connection with air transportation, but excluding remuneration and conditions for the carriage of mail;
- g) the term "territory of the Contracting Party" means the territory of the State of either Contracting Party and has the meaning assigned to it in Article 2 of the Convention;
- h) the term "stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo and/or mail in air transportation;
- i) the term "EU Member State" means State that is a contracting party to the EU Treaties;
- j) the term "EU Treaties" means the Treaty on European Union and the Treaty on the Functioning of the European Union;



- k) the term "Air Operator's Certificate" means a document issued to an airline which affirms that the airline in question has the professional ability and organization to secure the safe operation of aircraft for the aviation activities specified in the certificate;
- l) the term "user charge" means a charge made to airlines by the competent authority or permitted by that authority to be made for the provision of airport property or its facilities or of air navigation facilities including facilities for overflights, or related services and facilities for aircraft, their crews, passengers and cargo.

Article 2

GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the following rights for establishing and operating international air services by the airlines designated by that other Contracting Party:

- a) the right to fly across its territory without landing;
- b) the right to make stops in its territory for non-traffic purposes;
- c) the right to make stops in its territory at the points specified in the Annex to this Agreement for the purpose of taking on board and discharging passengers, baggage and cargo, including mail separately or in combination; and
- d) the rights otherwise specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex to this Agreement.

2. The airlines of each Contracting Party, other than those designated under Article 3 (Designation and Operating Authorisation) of this Agreement, shall also enjoy the rights specified in paragraph 1 a) and b) of this Article.

3. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers, baggage and cargo, including mail, carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3

DESIGNATION AND OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to designate the airlines for the purpose of operating the agreed services on the routes specified in the Annex

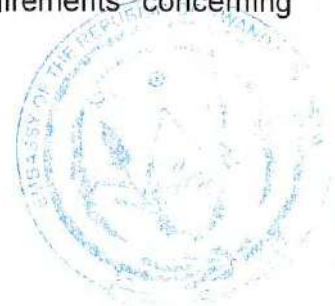
to this Agreement and to withdraw or alter such designations. Such designations shall be notified in writing by the aeronautical authority of one Contracting Party to the aeronautical authority of the other Contracting Party.

2. On receipt of such a designation and of applications from the designated airline in the form and manner prescribed for operating authorisation and technical permissions, the other Contracting Party shall grant the appropriate authorisations and permissions with minimum procedural delay, provided that:

- a) in the case of an airline designated by the Republic of Rwanda:
 - i. the airline has a valid Operating Licence and Air Operator's Certificate issued by the Republic of Rwanda and the Republic of Rwanda has and maintains effective regulatory control of the airline; and
 - ii. the airline has its principal place of business in the territory of the Republic of Rwanda;
- b) in the case of an airline designated by the Republic of Poland:
 - i. the airline is established in the territory of the Republic of Poland under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and
 - ii. effective regulatory control of the airline is exercised and maintained by the EU Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and
 - iii. the airline is owned, directly or through majority ownership, and it is effectively controlled by EU Member States and/or nationals of EU Member States, and/or by the European Free Trade Association States and/or nationals of such States;
- c) the Contracting Party designating the airline exercises and maintains standards set forth in Article 15 (Aviation Security) and Article 16 (Safety) of this Agreement; and
- d) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications.

3. When an airline has been so designated and authorised it may begin to operate the agreed services, provided that the airline complies with the provisions of this Agreement as well as national requirements concerning operating authorisation if applicable.

Article 4



REFUSAL, REVOCATION, SUSPENSION AND LIMITATION OF OPERATING AUTHORISATION

1. Either Contracting Party may refuse, revoke, suspend or limit the operating authorisation or technical permissions of an airline designated by the other Contracting Party where:

a) in the case of an airline designated by the Republic of Rwanda:

- i. the airline does not have a valid Operating Licence or Air Operator's Certificate issued by the Republic of Rwanda or the Republic of Rwanda does not exercise or does not maintain effective regulatory control of the airline; or
- ii. the airline does not have its principal place of business in the territory of the Republic of Rwanda;

b) in the case of an airline designated by the Republic of Poland:

- i. the airline is not established in the territory of the Republic of Poland under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or
 - ii. effective regulatory control of the airline is not exercised or not maintained by the EU Member State responsible for issuing its Air Operator's Certificate, or the relevant aeronautical authority is not clearly identified in the designation; or
 - iii. the airline is not owned, directly or through majority ownership, or it is not effectively controlled by EU Member States and/or nationals of EU Member States, and/or by the European Free Trade Association States and/or nationals of such States;
- c) the Contracting Party designating the airline does not exercise or does not maintain standards set forth in Article 15 (Aviation Security) and Article 16 (Safety) of this Agreement; or
- d) the designated airline fails to meet conditions prescribed under the laws and regulations normally applied to the operation of international air services.

2. Unless immediate action is essential to prevent further non-compliance, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party in conformity with Article 18 (Consultations) of this Agreement.

Article 5



APPLICATION OF LAWS

1. While entering, within, or leaving the territory of one Contracting Party, the laws and regulations of the State of that Contracting Party relating to the operation and navigation of aircraft shall be complied with by the other Contracting Party's designated airlines.

2. While entering, within, or leaving the territory of one Contracting Party, the laws and regulations relating to the admission to or departure from its territory of passengers, crews, cargo, mail on board aircraft (including regulations relating to entry, clearance, aviation security and safety, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers and crews or in relation to such cargo of the other Contracting Party's airlines.

3. The laws and regulations of the State of a Contracting Party mentioned in paragraph 2 of this Article shall be the same as are applicable to the aircraft of its own airlines engaged in similar international air services.

Article 6

DIRECT TRANSIT

Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, unless security measures against violence, border integrity, air piracy and smuggling of narcotic drugs and immigration control measures required differently, be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties, taxes and similar charges.

Article 7

GROUND HANDLING

Subject to the laws and regulations of the State of each Contracting Party including, in the case of the Republic of Poland, European Union law, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling (in this Article called "self-handling") or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

Article 8



CUSTOMS DUTIES, TAXES AND SIMILAR CHARGES

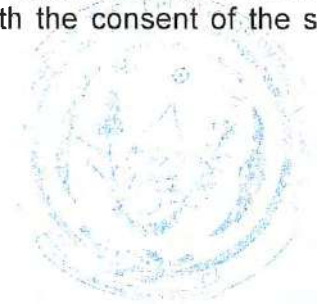
1. Aircraft operated in international air services by the designated airlines of either Contracting Party, as well as their regular equipment, spare parts (including engines), supplies of fuel and lubricants (including hydraulic fluids) and aircraft stores (including food, beverages, liquors, tobacco and other products for sale to or use by passengers in limited quantities during flight) on board such aircraft shall be exempt from customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party to the extent possible under applicable legislation provided that these aircraft are re-exported and such equipment, spare parts, supplies and stores remain on board those aircraft up to such time as they are re-exported.

2. There shall also be exempt from the same duties and taxes to the extent possible under applicable legislation of the State of each Contracting Party, with the exception of charges corresponding to the performed service:

- a) aircraft stores taken on board in the territory of either Contracting Party within limits fixed by the competent authorities of the said Contracting Party and destined for use on board outbound aircraft operated on an international service by the designated airlines of the other Contracting Party;
- b) spare parts (including engines) and regular equipment entered into the territory of one Contracting Party and destined for the exploitation or repair of aircraft engaged in an international service by the designated airlines of the other Contracting Party;
- c) fuel and lubricants (including hydraulic fluids) to supply aircraft engaged in an international service by the designated airlines of the other Contracting Party even when these supplies are to be used on the part of the flight performed over the territory of the Contracting Party in which they are taken on board;
- d) advertising materials, having no commercial value used by the designated airlines of each Contracting Party in the territory of the other Contracting Party.

3. If national laws and regulations of the State of either Contracting Party so require, materials referred to in paragraphs 1 and 2 of this Article shall be kept under customs supervision of the said Contracting Party.

4. The regular airborne equipment as well as materials and supplies retained on board of the aircraft operated by the designated airlines of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of with the consent of the same authorities.



5. The exemptions provided by this Article shall also be available where the designated airlines of one Contracting Party have contracted with another airline or airlines, for the loan or transfer in the territory of that other Contracting Party of the regular equipment and other items specified in paragraphs 1 and 2 of this Article, provided that other airline or airlines enjoy similar exemptions from that other Contracting Party.

Article 9

PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to compete in operating the agreed services on the specified routes.

2. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transport it offers, according to commercial and market-based considerations. Neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the airlines designated by the other Contracting Party, except as may be required according to the terms of this Agreement or by such uniform conditions as may be contemplated by the Convention.

3. Neither Contracting Party shall allow its designated airline or airlines, either in conjunction with any other airline or airlines or separately, to abuse market power in a way which has or is likely or intended to have the effect of severely weakening a competitor or excluding it from a route.

Article 10

TIMETABLES

1. The designated airlines of each Contracting Party shall submit to the aeronautical authorities of the other Contracting Party for approval thirty (30) days in advance, the timetable of its intended services, specifying the points to be served, frequency, times of operations, type of aircraft, number of seats or capacity to be made available to the public. In special cases this time limit may be reduced subject to the approval of the said aeronautical authorities.

2. Any subsequent changes to the approved timetable of a designated airline shall be submitted for approval to the aeronautical authorities of the other Contracting Party.

Article 11

TARIFFS



1. Each Contracting Party shall allow tariffs for air services to be established freely by each designated airline on the basis of fair competition.

2. The Contracting Parties may require, for information purposes only, notification of tariffs to its aeronautical authorities.

Article 12

COMMERCIAL ACTIVITY

1. The designated airlines of each Contracting Party shall have the right to establish their branches, offices and/or representations in the territory of the other Contracting Party, in accordance with the laws and regulations of the State of that other Contracting Party.

2. The designated airlines of each Contracting Party shall have the right in accordance with the laws and regulations of the State of that other Contracting Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party their managerial, technical, operational and other specialist staff required for the provision and promotion of air services.

3. In accordance with the laws and regulations of the State of the other Contracting Party, the designated airlines of each Contracting Party shall have the right to engage in the sale of air transportation documents in the territory of the other Contracting Party directly and, at its discretion, through its agents or internet. Each designated airline shall have the right to sell its air transportation documents in the currency of the other Contracting Party or in freely convertible currencies in accordance with the foreign exchange regulations in force.

Article 13

TRANSFER OF EARNINGS

Each Contracting Party grants to the designated airlines of the other Contracting Party the right of conversion and transfer of excess of receipts over expenditure, earned in its territory in connection with the carriage of passengers, baggage, cargo, including mail, on the agreed services. The conversion and transfer shall be made promptly at the market rate of exchange applicable to current transactions and in accordance with the foreign exchange regulations being in force, and shall not be subject to any charges except those normally made by banks or other financial institutions for carrying out such conversion and transfer.

Article 14

USER CHARGES



1. Neither Contracting Party shall impose or permit to be imposed on a designated airline of the other Contracting Party less favorable charges than those imposed on its own airlines conducting similar international air transportation using similar aircraft and associated facilities and services.

2. Each Contracting Party shall encourage consultations between its responsible charging bodies and the designated airlines using the facilities and services, and shall encourage the competent charging authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles enunciated in this Article. Each Contracting Party shall encourage the competent charging bodies to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

Article 15

AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, done at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed in Montreal on 23 September 1971, done at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed in Montreal on 1 March 1991 and any other multilateral agreement relating to the security of civil aviation to which both Contracting Parties have acceded.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and any other threat to the security of civil aviation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties. They shall



require that operators of aircraft of their registry or operators of aircraft which have their principal place of business or permanent residence in the territory of the Contracting Parties or, in the case of the Republic of Poland, operators of aircraft which are established in its territory under the EU Treaties and have valid Operating Licences in accordance with European Union law, and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for entry into, departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in that State including, in the case of the Republic of Poland, European Union law. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft, inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding and loading.

5. Each Contracting Party shall give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

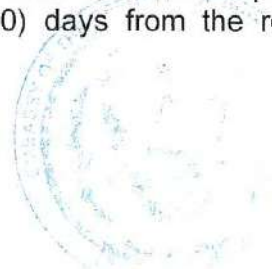
6. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occur, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

7. When a Contracting Party has reasonable grounds to believe that the other Contracting Party does not conform to the provisions of aviation security in this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of receipt of such request shall constitute grounds for suspending, revoking, limiting or imposing conditions on the operating authorisation and technical permissions of an airline or airlines designated by that Contracting Party. When required by an emergency, a Contracting Party may take interim actions before the expiration of fifteen (15) days. Any action taken in accordance with this paragraph shall cease at the time of compliance by the other Contracting Party with the security provisions of this Article.

Article 16

SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards adopted by the other Contracting Party in any area relating to aeronautical facilities, aircrew, aircraft and their operation. Such consultations shall take place within thirty (30) days from the receipt of that request.



2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 4 (Refusal, Revocation, Suspension and Limitation of Operating Authorisation) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections give rise to:

- a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
- b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificates or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by or on behalf of a designated airline of one Contracting Party in accordance with paragraph 3 of this Article is denied by the representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 of this Article arise and draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for

ramp inspection, consultations or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action taken by one Contracting Party in accordance with paragraph 2 or 6 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

8. Where the Republic of Poland has designated an airline whose regulatory control is exercised and maintained by another EU Member State, the rights of the Republic of Rwanda under the safety provisions shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other EU Member State and in respect of the operating authorisation of that airline.

9. Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of the State of one Contracting Party including, in the case of the Republic of Poland, European Union law, and unexpired shall be recognized as valid by the other Contracting Party for the purposes of operating the agreed services, provided that such certificates and licences were issued or validated, equal to or above the minimum standards established under the Convention.

10. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

Article 17

STATISTICS

The aeronautical authorities of each Contracting Party shall provide to the aeronautical authorities of the other Contracting Party, upon request, with periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including statistics showing the origins and destinations of the traffic.

Article 18

CONSULTATIONS

1. Either Contracting Party may, at any time, request consultations on the implementation, interpretation, application or amendment of this Agreement.

2. Such consultations, which may be held between the aeronautical authorities of the Contracting Parties, shall begin within a period of sixty (60) days from the date of receipt of such a request by the other Contracting Party, unless otherwise agreed upon by the Contracting Parties.



Article 19**SETTLEMENT OF DISPUTES**

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by consultations between the aeronautical authorities of the Contracting Parties.

2. If the Contracting Parties do not reach an agreement through consultations between the aeronautical authorities, they may agree to refer the dispute for decision to a mutually agreed person or body, or either Contracting Party may submit the dispute for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two arbitrators so nominated, provided that such third arbitrator shall not be a national of the State of either Contracting Party. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a period of sixty (60) days from the appointment of the second arbitrator. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. If the President is a national of the State of one of the Contracting Party, the most senior vice-president who is not disqualified on that ground, shall make the appointment.

3. The arbitral tribunal shall determine its own procedures. The decision of the arbitral tribunal shall be binding on the Contracting Parties.

4. Each Contracting Party shall pay the expenses of the arbitrator it has nominated. The remaining expenses of the arbitral tribunal, including the expenses of the president of the tribunal, shall be shared equally by the Contracting Parties.

5. Each Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to the designated airline in default.

Article 20**REGISTRATION**

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

Article 21

AMENDMENTS

1. Either of the Contracting Parties may at any time propose to the other Contracting Party any amendment which it considers desirable to this Agreement. Consultations on the amendments of the Agreement, which may be conducted through discussion or by correspondence between the aeronautical authorities of the Contracting Parties, shall begin within a period of sixty (60) days from the date of the receipt of the request, unless otherwise agreed by the Contracting Parties.

2. If one Contracting Party considers it desirable to amend the Annex to this Agreement, the aeronautical authorities of both Contracting Parties may agree upon such amendment.

3. Any amendment to this Agreement or its Annex introduced in accordance with paragraph 1 or 2 of this Article shall come into force in accordance with the procedure specified in paragraph 2 of Article 23 (Entry into force) of this Agreement.

Article 22

MULTILATERAL AGREEMENTS

If a multilateral agreement concerning air transport comes into force in respect of both Contracting Parties, this Agreement shall be amended so as to conform with the provisions of such agreement.

Article 23

ENTRY INTO FORCE

1. This Agreement is concluded for an indeterminate period.

2. This Agreement shall be accepted pursuant to the national legislation of the State of each Contracting Party which shall be confirmed by exchange of diplomatic notes. This Agreement shall come into force on the date of the receipt of the latter of diplomatic notes confirming that the Contracting Parties have completed procedures required for the entry into force of this Agreement.

Article 24

TERMINATION



1. Either Contracting Party may, at any time, give notice through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization.

2. This Agreement shall terminate twelve (12) months from the date on which the notice was received by the other Contracting Party unless the notice to terminate is withdrawn by agreement of the Contracting Parties before the expiry of this period. In the absence of acknowledgement of receipt of the notice by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date of receipt of the notice by the International Civil Aviation Organization.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

DONE at Warsaw, this 13th day of November 2024, in two copies, each in the English and Polish languages, both texts being equally authentic.

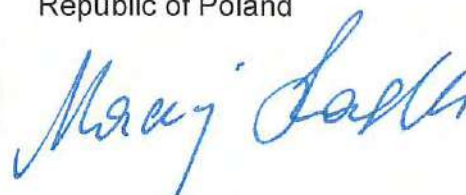
For the Government of the
Republic of Rwanda



Anastase SHYAKA

Ambassador Extraordinary and
Plenipotentiary to the Republic of
Poland

For the Government of the
Republic of Poland



Maciej LASEK

Secretary of State
at the Ministry of Infrastructure
Plenipotentiary of the Government of
the Republic of Poland for Central
Communication Port

A N N E X**Section I****Route Schedule**

Routes to be operated by the designated airlines of the Republic of Rwanda:

Points in the territory of the Republic of Rwanda	Intermediate points	Points in the territory of the Republic of Poland	Points beyond
Any points	Any points	Any points	Any points

Routes to be operated by the designated airlines of the Republic of Poland:

Points in the territory of the Republic of Poland	Intermediate points	Points in the territory of the Republic of Rwanda	Points beyond
Any points	Any points	Any points	Any points

Notes:

1. The designated airlines of each Contracting Party may on any or all flights omit stops at any intermediate point and point beyond on a specified route provided that air services begin or end in the territory of the Contracting Party which has designated the airline.
2. The intermediate and beyond points on the above routes to be operated with fifth freedom traffic rights by the designated airlines, shall be subject to approval by the aeronautical authorities of either Contracting Party.

Section II**Cooperative marketing arrangements**

1. In operating or holding out air services on the specified routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements, such as blocked-space and code-sharing arrangements, with:

- a) an airline or airlines of the same Contracting Party;
- b) an airline or airlines of the other Contracting Party; and
- c) an airline or airlines of a third state



provided that all airlines in such arrangements:

- i. hold the appropriate authority;
- ii. meet the requirements normally applied to such arrangements; and
- iii. in respect of tickets sold, the airline makes it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

2. The designated airlines of the Contracting Parties, when code-sharing in the above arrangements, shall be allowed to hold out as marketing carrier any number of services.

Section III

Lease of aircraft

The designated airlines of each Contracting Party may, in operating or holding out international air transportation pursuant to this Agreement, use aircraft (or aircraft and crew) leased from any company, including other airlines, provided all participants in such arrangements hold the appropriate authority and meet the requirements applied to such arrangements. Neither Contracting Party shall require an airline of either party providing the aircraft to hold traffic rights under this Agreement for the routes on which the aircraft will be operated.

Section IV

Intermodal Transportation

The designated airlines and indirect providers of cargo transportation of the Contracting Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for cargo to or from any points within or outside the territories of the Contracting Parties, including transport to and from all airports with customs facilities, and including, where applicable the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. The designated airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo transportation. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are informed as to the facts concerning such transportation.



Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 039/2025 ryo ku wa 16/12/2025 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Polonye yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Warsaw, muri Polonye, ku wa 13 Ugushyingo 2024	Seen to be annexed to Law n° 039/2025 of 16/12/2025 approving the ratification of the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Poland on Air Service, signed at Warsaw, Poland, on 13 November 2024	Vu pour être annexé à la Loi n° 039/2025 du 16/12/2025 approuvant la ratification de l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Pologne relatif aux services aériens, signé à Varsovie, en Pologne, le 13 novembre 2024
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Kigali, 16/12/2025

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

ITEGEKO N° 040/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA SURINAME NA GUVERINOMA YA REPUBULIKA Y’U RWANDA YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KUALA LUMPUR, MURI MALEZIYA, KU WA 22 UKWAKIRA 2024 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu <u>Ingingo ya 2:</u> Ingingo y’ururimi <u>Ingingo ya 3:</u> Gutangira gukurikizwa	LAW N° 040/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SURINAME AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA FOR AIR SERVICES, SIGNED AT KUALA LUMPUR, MALAYSIA, ON 22 OCTOBER 2024 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Approval for ratification <u>Article 2:</u> Language provision <u>Article 3:</u> Entry into force	LOI N° 040/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU SURINAME ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA RELATIF AUX SERVICES AÉRIENS, SIGNÉ À KUALA LUMPUR, EN MALAISIE, LE 22 OCTOBRE 2024 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Approbation pour ratification <u>Article 2:</u> Disposition linguistique <u>Article 3:</u> Entrée en vigueur
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ITEGEKO N° 040/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA SURINAME NA GUVERINOMA YA REPUBULIKA Y’U RWANDA YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KUALA LUMPUR, MURI MALEZIYA, KU WA 22 UKWAKIRA 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y’U RWANDA INTEKO ISHINGA AMATEGEKO: Umutwe w’Abadepite, mu nama yawo yo ku wa 07 Ukwakira 2025;	LAW N° 040/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SURINAME AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA FOR AIR SERVICES, SIGNED AT KUALA LUMPUR, MALAYSIA, ON 22 OCTOBER 2024 We, KAGAME Paul, President of the Republic; THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA THE PARLIAMENT: The Chamber of Deputies, in its sitting of 07 October 2025;	LOI N° 040/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU SURINAME ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA RELATIF AUX SERVICES AÉRIENS, SIGNÉ À KUALA LUMPUR, EN MALAISIE, LE 22 OCTOBRE 2024 Nous, KAGAME Paul, Président de la République; LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU’ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA LE PARLEMENT: La Chambre des Députés, en sa séance du 07 octobre 2025;
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Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 64 n'iya 168; Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika ya Suriname na Guverinoma ya Repubulika y'u Rwanda yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kuala Lumpur, muri Maleziya, ku wa 22 Ukwakira 2024; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika ya Suriname na Guverinoma ya Repubulika y'u Rwanda yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kuala Lumpur, muri Maleziya, ku wa 22 Ukwakira 2024, ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2:</u> Ingingo y'ururimi Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168; After consideration of the Agreement between the Government of the Republic of Suriname and the Government of the Republic of Rwanda for Air Services, signed at Kuala Lumpur, Malaysia, on 22 October 2024; ADOPTS: <u>Article One:</u> Approval for ratification The Agreement between the Government of the Republic of Suriname and the Government of the Republic of Rwanda for Air Services, signed at Kuala Lumpur, Malaysia, on 22 October 2024, in Annex, is approved for ratification. <u>Article 2:</u> Language provision This Law was drafted in English, considered and adopted in Ikinyarwanda.	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168; Après examen de l'Accord entre le Gouvernement de la République du Suriname et le Gouvernement de la République du Rwanda relatif aux services aériens, signé à Kuala Lumpur, en Malaisie, le 22 octobre 2024; ADOpte: <u>Article premier:</u> Approbation pour ratification L'Accord entre le Gouvernement de la République du Suriname et le Gouvernement de la République du Rwanda relatif aux services aériens, signé à Kuala Lumpur, en Malaisie, le 22 octobre 2024, en annexe, est approuvé pour ratification. <u>Article 2:</u> Disposition linguistique La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
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<u>Ingingo ya 3: Gutangira gukurikizwa</u>	<u>Article 3: Entry into force</u>	<u>Article 3: Entrée en vigueur</u>
Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 16/12/2025

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 040/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA SURINAME NA GUVERINOMA YA REPUBULIKA Y'U RWANDA YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KUALA LUMPUR, MURI MALEZIYA, KU WA 22 UKWAKIRA 2024	ANNEX TO LAW N° 040/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SURINAME AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA FOR AIR SERVICES, SIGNED AT KUALA LUMPUR, MALAYSIA, ON 22 OCTOBER 2024	ANNEXE À LA LOI N° 040/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU SURINAME ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA RELATIF AUX SERVICES AÉRIENS, SIGNÉ À KUALA LUMPUR, EN MALAISIE, LE 22 OCTOBRE 2024
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AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA SURINAME NA GUVERINOMA YA REPUBULIKA Y'U RWANDA YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KUALA LUMPUR, MURI MALEZIYA, KU WA 22 UKWAKIRA 2024	AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SURINAME AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA FOR AIR SERVICES, SIGNED AT KUALA LUMPUR, MALAYSIA, ON 22 OCTOBER 2024	ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU SURINAME ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA RELATIF AUX SERVICES AÉRIENS, SIGNÉ À KUALA LUMPUR, EN MALAISIE, LE 22 OCTOBRE 2024
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AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SURINAME
AND
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
FOR AIR SERVICES BETWEEN AND BEYOND
THEIR RESPECTIVE TERRITORIES

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PREAMBLE

The Government of the Republic of Suriname and the Government of The Republic of Rwanda (hereinafter referred to as the “Contracting Parties”);

Desiring to conclude an Agreement in conformity with the provisions of the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, for the purpose of establishing and operating Air Services between and beyond their respective territories;

Acknowledging the importance of air transportation as a means of creating and fostering friendship, understanding and co-operation between the people of the two countries;

Desiring to facilitate the expansion of international air transport opportunities.

HAVE AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

1. For the purpose of this Agreement, unless the context otherwise requires, the term:
 - a) "Aeronautical Authority" means in the case of the Government of the Republic of Suriname the Ministry of Transport, Communication and Tourism, or as relevant, and in the case of the Government of the Republic of Rwanda, the Ministry responsible for Civil Aviation or, as relevant, or in either case any person or body authorized to perform any function to which this Agreement relates;
 - b) "Agreed Services" means scheduled International Air Services between and beyond the respective territories of the Republic of Suriname and for the transport of passengers, baggage and Cargo, separately or in any combination;
 - c) "Agreement" means this Agreement, its Annexes drawn up in application thereof, and any amendment to the Agreement or to the Annexes;
 - d) "Air Service", "Airline", "International Air Service" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
 - e) "Annex" shall include the route schedule annexed to the Agreement and any clauses or notes appearing in such Annex and any modification made thereto in accordance with the provisions of Article 20 of this Agreement;
 - f) "Cargo" includes mail;
 - g) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes: (i) any amendment thereto which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties; and (ii) any annex or amendment adopted thereto under Article 90 of that Convention, insofar as such annex or amendment is at any given time effective for both Contracting Parties;
 - h) "Designated Airlines" means an airline or airlines that have been designated and authorized in accordance with Article 3 of this Agreement;
 - i) "Tariffs" means the prices to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, but excluding remuneration and conditions for carriage of mail;
 - j) "Territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
 - k) "User Charges" means charges made to airlines by the competent authorities or permitted by them to be made for the provision of airport facilities, property and/or of air navigation facilities, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;
2. The Annex to this Agreement is considered an integral part thereof.
3. In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to International Air Services.

ARTICLE 2 - GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its Designated Airlines to establish and operate Agreed Services.
2. The Designated Airlines of each Contracting Party shall enjoy the following rights:
 - a) to fly across the Territory of the other Contracting Party without landing;
 - b) to make stops in the Territory of the other Contracting Party for non-traffic purposes, and
 - c) to make stops in the Territory of the other Contracting Party, for the purpose of taking on and/or discharging international traffic in passengers, baggage and Cargo, separately or in any combination, while operating the Agreed Services.
3. Additionally, the airline(s) of each Contracting Party, other than those designated under Article 3, shall also enjoy the rights specified in paragraph 2(a) and 2(b) of this Article.
4. Nothing in this Article shall be deemed to confer on any Designated Airlines of either Contracting Party the privilege of taking on, in the Territory of the other Contracting Party, passengers, baggage and Cargo carried for remuneration or hire and destined for another point within the Territory of that other Contracting Party.
5. If because of armed conflict, political disturbances or developments or special and unusual circumstances a Designated Airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.
6. The Designated Airlines shall have the right to use all airways, airports and other facilities provided by the Contracting Parties on a non-discriminatory basis.

ARTICLE 3 - DESIGNATION AND AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the Agreed Services and to withdraw or alter the designation of any such airline or to substitute another airline for one previously designated. Such designation may specify the scope of the authorization granted to each airline in relation to the operation of the Agreed Services. Designations and any changes thereto shall be made in writing by the Aeronautical Authority of the Contracting Party having designated the airline to the Aeronautical Authority of the other Contracting Party.
2. On receipt of a notice of designation, substitution or alteration thereto, and on application from the Designated Airline in the form and manner prescribed, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant

to the airline(s) designated the appropriate operating authorizations.

3. The Aeronautical Authority of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of International Air Services by such authority in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a Designated Airline of the rights specified in paragraph 2 (c) of Article 2 of this Agreement, in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals.
5. When an airline has been so designated and authorized, it may begin at any time to operate the Agreed Services in whole or in part, provided that a timetable is established in accordance with Article 15 of this Agreement in respect of such services.

ARTICLE 4 – REVOCATION AND LIMITATION OF OPERATING AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall, with respect to an airline designated by the other Contracting Party, have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement, or to impose conditions, temporarily or permanently, as it may deem necessary on the exercise of those rights:
 - a) in the case of failure by that airline to comply with the laws and regulations normally and reasonably applied by the Aeronautical Authority of the Contracting Party granting those rights in conformity with the Convention; or
 - b) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement; or
 - c) in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that the effective control of that airline is vested in the Contracting Party designating the airline or its nationals; or
 - d) in accordance with paragraph (6) of Article 10 of this Agreement;
 - e) in the case of failure by the other Contracting Party to take appropriate action to improve safety in accordance with paragraph (2) of Article 10 of this Agreement; or
 - f) in any case where the other Contracting Party fails to comply with any decision or stipulation arising from the application of Article 19 of this Agreement;
2. Unless immediate revocation, suspension, or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or

regulations, such right shall be exercised only after consultation with the Aeronautical Authority of the other Contracting Party, as provided for in Article 18.

3. In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 19 shall not be prejudiced.

ARTICLE 5 – PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. Each Contracting Party shall reciprocally allow the Designated Airlines of both Contracting Parties to compete freely in providing the international air service governed by this Agreement.
2. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and anti-competitive or predatory practices in the exercise of the rights and entitlements set out in this Agreement.
3. There shall be no restriction on the capacity and the number of frequencies and/or type(s) of aircraft to be operated by the Designated Airlines of both Contracting Parties in any type of service (passenger, cargo, separately or in combination). Each Designated Airline is permitted to determine the frequency, capacity it offers on the Agreed Services.
4. Neither Contracting Party shall unilaterally limit the volume of traffic, frequencies, regularity of service or the aircraft type(s) operated by the Designated Airlines of the other Contracting Party, except as may be required for customs, technical, operational or environmental requirements under uniform conditions consistent with Article 15 of the Convention.
5. Neither Contracting Party shall impose on the Designated Airlines of the other Contracting Party, a first refusal requirement, uplift ratio, no objection fee or any other requirement with respect to capacity, frequencies or traffic which would be inconsistent with the purposes of this Agreement.

ARTICLE 6 - CUSTOMS DUTIES AND OTHER CHARGES

1. Each Contracting Party exempts the Designated Airlines of the other Contracting Party from import restrictions, custom duties, direct or indirect taxes, inspection fees and all other national and/or local duties and charges on aircraft as well as their regular equipment, fuel, lubricants, maintenance equipment, aircraft tools, consumable technical supplies, spare parts including engines, aircraft stores including but not limited to such items as food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight and other items intended for or used solely in connection with the operation or servicing of aircraft used by such Designated Airline operating the Agreed Services, as well as printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the Designated Airline for reservations and ticketing, any printed material which bears the

insignia of the Designated Airline printed thereon and usual publicity and promotional materials distributed free of charge by such Designated Airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article which are:
 - a) introduced into the Territory of one Contracting Party by or on behalf of a Designated Airline of the other Contracting Party;
 - b) retained on board the aircraft of a Designated Airline of one Contracting Party upon arriving in and until leaving the Territory of the other Contracting Party and/or consumed during flight over that Territory;
 - c) taken on board the aircraft of a Designated Airline of one Contracting Party in the Territory of the other Contracting Party and intended for use in operating the Agreed Services;

whether or not such items are used or consumed wholly or partly within the Territory of the Contracting Party granting the exemption, provided such items are not alienated in the Territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft used by the Designated Airline of either Contracting Party may be unloaded in the Territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party. In such case, such equipment and items shall enjoy the exemptions provided for by paragraph (1) of this Article provided that they may be required to be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
4. The exemptions provided for by this Article shall also be available in situations where the Designated Airlines of either Contracting Party have entered into arrangements with another airline(s), for the loan or transfer in the Territory of the other Contracting Party, of the regular equipment and the other items referred to in paragraph (1) of this Article, provided that that other airline enjoys the same exemption(s) from that other Contracting Party.

ARTICLE 7 – APPLICATION OF NATIONAL LAWS AND REGULATIONS

1. The laws, regulations and procedures of one Contracting Party relating to the admission to, sojourn in, or departure from its Territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its Territory, shall be applied to aircraft operated by the airline(s) of the other Contracting Party without distinction as to nationality as they are applied to its own, and shall be complied with by such aircraft upon entry into, departure from and while within the Territory of that Contracting Party.

2. The laws, regulations and procedures of one Contracting Party as to the admission to, sojourn in, or departure from its Territory of passengers, baggage, crew and cargo, transported on board the aircraft, such as regulations relating to entry, clearance, aviation security, immigration, passports, customs, currency, health, quarantine and sanitary measures or in the case of mail, postal laws and regulations shall be complied with by or on behalf of such passengers, baggage, crew and Cargo upon entry into and departure from and while within the Territory of the first Contracting Party.
3. Neither Contracting Party may grant any preference to its own or any other airline(s) over the Designated Airline(s) of the other Contracting Party in the application of the laws and regulations provided for in this Article.
4. Passengers, baggage and Cargo in direct transit across the Territory of either Contracting Party and not leaving areas of the airport reserved for such purpose shall, except in respect of security measures against violence, air piracy, narcotics control be subject to no more than a simplified control. Such baggage and Cargo shall be exempt from customs duties, excise taxes and other similar national and/or local fees and charges.

ARTICLE 8 - CODE SHARING

1. The Designated Airline(s) of both Contracting Parties may, either as a marketing carrier or as an operating carrier, freely enter into cooperative marketing arrangements including but not limited to blocked space and/or code share arrangements (including third country code share arrangements), with any other airline or airlines.
2. Before providing code sharing services, the code sharing partners shall agree as to which party shall be responsible in respect of the liability and on consumer related matters, security, safety and facilitation. The agreement setting out these terms shall be filed with both Aeronautical Authorities before implementation of the code share arrangements.
3. Such arrangements shall be accepted by the Aeronautical Authorities concerned, provided that all airlines in these arrangements have the underlying traffic rights, and/or routing rights and authorizations.
4. In the event of a code share arrangement, the marketing airline should, in respect of every ticket sold, ensure that it is made clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.
5. The Designated Airline(s) of each Contracting Party may also offer code share services between any point(s) in the territory of the other Contracting Party, provided that such services are operated by an airline or airlines of the other Contracting Party.

ARTICLE 9 – CERTIFICATES OF AIRWORTHINESS AND COMPETENCY

1. Certificates of airworthiness, certificates of competency and licenses issued, or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the Agreed Services provided always that such certificates or licenses were issued, or rendered valid, pursuant to and in conformity with the minimum standards established under the Convention.
2. Each Contracting Party reserves the right, however, to refuse to recognize, for flights above its own Territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.
3. If the privileges or conditions of the licenses or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, whether or not such difference has been filed with the International Civil Aviation Organization, the Aeronautical Authority of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under Article 10(2), request consultations with the Aeronautical Authority of the other Contracting Party in accordance with Article 18, with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach satisfactory agreement shall constitute grounds for the application of Article 4 (1) of this Agreement.

ARTICLE 10 – AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to flight crew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of Article 4 (1) of this Agreement.
3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by an airline of one Contracting Party on services to or from the Territory of the other Contracting Party may, while within the Territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent

condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:

- a) Serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
- b) Serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by an airline of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.
6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for taking that action ceases to exist.

ARTICLE 11 – USER CHARGES

- 1. Each Contracting Party shall use its best efforts to ensure that the User Charges imposed or permitted to be imposed by its competent charging bodies on the Designated Airlines of the other Contracting Party for the use of airports and other aviation facilities are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.
- 2. Neither Contracting Party shall give preference, with respect to User Charges, to its own or to any other airline(s) engaged in similar International Air Services and shall not impose or permit to be imposed, on the Designated Airline(s) of the other Contracting Party User Charges higher than those imposed on its own Designated Airline(s) operating similar

International Air Services using similar aircraft and associated facilities and services.

3. Each Contracting Party shall encourage consultations between its competent charging bodies and the Designated Airlines using the services and facilities. Reasonable notice shall be given whenever possible to such users of any proposal for changes in User Charges together with relevant supporting information and data, to enable them to express their views before the charges are revised.

ARTICLE 12 – AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September, 1971 and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation done at Montreal on 23 September 1971, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed in Montreal 1st March 1991 and any other agreement governing civil aviation security binding upon both Contracting Parties.
3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and any other relevant threat to the security of civil aviation.
4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties.
5. In addition, the Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their Territory and the operators of airports in their Territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties.
6. Each Contracting Party agrees that its operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 4 above applied by the other

Contracting Party for entry into, departure from, or while within the Territory of that other Contracting Party.

7. Each Contracting Party shall ensure that measures are effectively applied within its Territory to protect the aircraft and to security screen their passengers, crew and carry-on items and to carry out appropriate security checks on baggage, Cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.
9. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party subjected to an act of unlawful seizure or other acts of unlawful interference which is on the ground in its Territory is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its passengers and crew.
10. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the Aeronautical Authority of the first Contracting Party may request immediate consultations with the Aeronautical Authority of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 13 - COMMERCIAL ACTIVITIES

1. The Designated Airlines of each Contracting Party shall have the right to establish in the Territory of the other Contracting Party offices for the purpose of promotion of air transportation and sale of transport documents as well as for other ancillary products and facilities required for the provision of air transportation.
2. The Designated Airlines of each Contracting Party shall be entitled, to bring into and maintain in the Territory of the other Contracting Party those of their own managerial, commercial, operational, sales, technical and other personnel and representatives as it may

require in connection with the provision of air transportation.

3. Such representatives and staff requirements mentioned in paragraph 2 of this Article may, at the option of the Designated Airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the Territory of the other Contracting Party and authorized to perform such services in the Territory of such other Contracting Party.
4. The Designated Airlines of each Contracting Party shall, either directly and at their discretion, through agents, have the right to engage in the sale of air transportation and its ancillary products and facilities in the Territory of the other Contracting Party. For this purpose, the Designated Airlines shall have the right to use its own transportation documents. The Designated Airline of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation and its ancillary products and facilities in local currency or in any other freely convertible currency.
5. The Designated Airlines of one Contracting Party shall have the right to pay for local expenses in the Territory of the other Contracting Party in local currency or, provided that this is in accordance with local currency regulations, in any freely convertible currencies.
6. The Designated Airlines shall have the right to perform its own ground handling with respect to passenger check-in operations in the Territory of the other Contracting Party. This right does not include airside ground handling services and will only be subject to constraints resulting from requirements of airport safety, security and airport infrastructure. Where safety and security considerations preclude the exercise of the right mentioned in this paragraph, such ground handling services shall be made available without preference or discrimination to any airline engaged in similar international air services.
7. On the basis of reciprocity and in addition to the right granted by paragraph (6) of this Article, each Designated Airline of one Contracting Party shall have the right to select in the Territory of the other Contracting Party, any agent from competing handling agents authorized by the competent authorities of that other Contracting Party, for the provision, in whole or in part, of handling services.
8. The Designated Airlines of one Contracting Party may also be permitted to provide ground handling services envisaged by paragraph (6) of this Article, in whole or in part, for other airlines serving the same airport in the Territory of the other Contracting Party.
9. Designated Airlines and indirect providers of air cargo transportation of both Contracting Parties shall be permitted, without restriction, to employ any surface transportation for air cargo to or from points in the Territories of the Contracting Parties or in third countries including transport to and from all airports with customs facilities, and including, where applicable, the right to transport air cargo in bond under applicable laws and regulations. Such air cargo, whether moving by surface or by air, shall have access to airport customs

and processing facilities. The Designated Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of air cargo transportation. Such intermodal cargo services may be offered at a single through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

10. In connection with international air transportation, the Designated Airlines of each Contracting Party shall be permitted to hold out passenger services under their own name, through cooperative arrangements with surface transportation providers holding the appropriate authority to provide such surface transportation to and from any points in the Territories of the Contracting Parties and beyond. Surface transportation providers shall not be subject to the laws and regulations governing air transportation on the sole basis that such surface transportation is held out by an airline under its own name. Such intermodal services may be offered at a single through price for the air and surface transportation combined, provided that passengers are not misled as to the facts concerning such transportation. Surface transportation providers have the discretion to decide whether to enter into the cooperative arrangements referred to above.
11. All the above activities shall be carried out in accordance with the applicable laws and regulations in force in the Territory of the other Contracting Party.

ARTICLE 14 – TRANSFER OF FUNDS

1. Each Contracting Party grants to the Designated Airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its Territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues (including interest earned on deposits awaiting transfer). Such transfers shall be effected in any convertible currency, in accordance with the foreign exchange regulations of the Contracting Party in the Territory of which the revenue accrued. Such transfers shall be effected on the basis of official exchange rates or where there is no official exchange rate, such transfers shall be effected on the basis of the prevailing foreign exchange market rates for current payments.
2. If a Contracting Party imposes restrictions on the transfer of excess of receipts over expenditure by the Designated Airlines of the other Contracting Party, the latter shall have a right to impose reciprocal restrictions on the Designated Airlines of the first Contracting Party.
3. In the event that there exists a special agreement between the Contracting Parties for the avoidance of double taxation, or in the case where there is a special agreement ruling the transfer of funds between the two Contracting Parties, such agreement shall prevail.

ARTICLE 15 - APPROVAL OF TIMETABLES

1. The Designated Airlines of each Contracting Party shall submit for approval to the Aeronautical Authority of the other Contracting Party prior to the inauguration of their services, the timetable of the intended services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.
2. If a Designated Airline wishes to operate ad-hoc flights supplementary to those covered in the approved timetables, it shall obtain prior permission of the Aeronautical Authority of the Contracting Party concerned, who shall give positive and favorable consideration to such request.

ARTICLE 16 – TARIFFS

1. Each Contracting Party shall allow Tariffs to be established by each Designated Airline based upon its commercial considerations in the market place. Neither Contracting Party shall require the Designated Airlines to consult other airlines about the Tariffs they charge or propose to charge.
2. Each Contracting Party may require prior filing with its Aeronautical Authorities, of Tariffs to be charged to or from its Territory by Designated Airlines of both Contracting Parties. Such filing by or on behalf of the Designated Airlines may be required by no more than thirty (30) days before the proposed date of effectiveness. In individual cases, filing may be permitted on shorter notice than normally required. If a Contracting Party permits an airline to file a tariff on short notice, the tariff shall become effective on the proposed date for traffic originating in the territory of that Contracting Party.
3. Except as otherwise provided in this Article, neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by a Designated Airline of either Contracting Party for international air transportation.
4. Intervention by the Contracting Parties shall be limited to:
 - (a) Prevention of Tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
 - (b) Protection of consumers from Tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c) Protection of Designated Airlines from Tariffs which are artificially low.
5. If a Contracting Party believes that a tariff proposed to be charged by a Designated Airline of the other Contracting Party for international air transportation is inconsistent with considerations set forth in paragraph (4) of this Article, it shall request

consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement to the contrary, the previously existing tariff shall continue in effect.

ARTICLE 17 - EXCHANGE OF INFORMATION

1. At the request of either Aeronautical Authority the Aeronautical Authorities of the Contracting Parties shall exchange information, as promptly as possible, concerning the current authorizations extended to their respective Designated Airlines to render service to, through and from the Territory of the other Contracting Party. This will include copies of current certificates and authorizations for services on proposed routes, together with amendments or exemption orders.
2. The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such periodic or other statements of statistics of traffic uplifted from and discharged in the territory of that other Contracting Party as may be reasonably required.

ARTICLE 18 - CONSULTATION

1. In a spirit of close cooperation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with, the provisions of this Agreement and either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement.
2. Subject to Articles 4, 10, 12 and 16, such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 19 - SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement the Contracting Parties shall in the first place endeavor to settle it by negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body for mediation.

3. If the Contracting Parties do not agree to mediation, or if a settlement is not reached by negotiation, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three (3) arbitrators which shall be constituted in the following manner:
 - a) Within sixty (60) days of receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as the President of the tribunal, shall be nominated as the third arbitrator by the two appointed arbitrators within sixty (60) days of the appointment of the second;
 - b) If within the time limits specified above any appointment has not been made, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointment within 30 days. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice President who is not disqualified on that same ground shall make the appointment. In such case the arbitrator or arbitrators appointed by the said President or the Vice President as the case may be, shall not be nationals or permanent residents of the States parties to this Agreement.
4. Except as hereinafter provided in this Article or otherwise agreed by the Contracting Parties, the tribunal shall determine the place where the proceedings will be held and the limits of its jurisdiction in accordance with this Agreement. The tribunal shall establish its own procedure. A conference to determine the precise issues to be arbitrated shall be held not later than thirty (30) days after the tribunal is fully constituted.
5. Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.
6. The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (30) days after both replies are submitted. The decision shall be taken by a majority vote.
7. The Contracting Parties may submit requests for clarification of the decision within fifteen (15) days after it receives the decision of the tribunal, and such clarification shall be issued within fifteen (15) days of such request.
8. The Contracting Parties shall comply with any stipulation, provisional ruling or final decision of the tribunal.
9. Subject to the final decision of the tribunal, the Contracting Parties shall bear the costs of its

arbitrator and an equal share of the other costs of the tribunal, including any expenses incurred by the President or Vice President of the Council of the International Civil Aviation Organization in implementing the procedures in paragraph 3(b) of this Article.

10. If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph (8) of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 20 - AMENDMENT OF AGREEMENT

1. Subject to the provisions of paragraph (2) of this Article, if either Contracting Party considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 18 and shall be effected by an Exchange of Diplomatic Notes and will come into effect on a date to be determined by the Contracting Parties, which date shall be dependent upon the completion of the relevant internal ratification process of each Contracting Party.
2. Any amendments to the Annexes to this Agreement may be agreed directly between the Aeronautical Authorities of the Contracting Parties. Such amendments shall enter into force from the date they have been agreed upon.
3. This Agreement shall, subject to the necessary changes, be deemed to have been amended by those provisions of any international convention or multilateral agreement which becomes binding on both Contracting Parties.

ARTICLE 21 - REGISTRATION

This Agreement and any amendments thereto, other than amendments to the Annexes, shall be submitted by the Contracting Parties to the International Civil Aviation Organization for registration.

ARTICLE 22 - TERMINATION

1. Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of notice by the other Contracting Party unless the notice to terminate is withdrawn by agreement before the expiry of this period.
2. In the absence of acknowledgment of receipt of a notice of termination by the other Contracting Party, notice shall be deemed to have been received by it fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 23 – ENTRY INTO FORCE

This Agreement shall enter into force on the day the last written notification is received by diplomatic note confirming that the Contracting Parties have fulfilled all necessary internal procedures required for the entry into force of this Agreement.

IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed this Agreement in duplicate in the Dutch and English Languages, all texts being equally authentic and each Contracting Party retains one original in each language for implementation. In the event of any divergence of interpretation, the English text shall prevail.

Done at Kuala Lumpur, Malaysia, the 22nd day of October, 2024, in duplicate, in the Dutch, and English languages, all texts being equally authentic. In case of divergent interpretation, the English text shall prevail.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF SURINAME**



H.E. URAIQIT H. RAMSARAN
Minister of Transport,
Communication and Tourism

**FOR THE GOVERNMENT OF THE
REPUBLIC OF RWANDA**



Winnie Ngamije
Deputy Director General

ANNEX
ROUTE SCHEDULE

Section 1:

Routes to be operated by the Designated Airline(s) of the Republic of Suriname:

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in the Republic of Suriname	Any Points	Any Points in the Republic of Rwanda	Any Points

Section 2:

Routes to be operated by the Designated Airline(s) of the Republic of Rwanda:

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in the Republic of Rwanda	Any Points	Any Points in the Republic of Suriname	Any Points

Operation of the Agreed Services

1. The Designated Airline(s) of both Contracting Parties may, on any or all flights and at its option, operate in either or both directions; serve intermediate and beyond points on the routes in any combination and in any order; omit calling at any or all intermediate or beyond point(s); terminate its services in the territory of the other Contracting Party and/or in any point beyond that territory; serve points within the territory of each Contracting Party in any combination; transfer traffic from any aircraft used by them to any other aircraft at any point or points in the route; combine different flight numbers within one aircraft operation; and use owned or leased (wet / dry) aircraft.
2. The Designated Airline(s) of both Contracting Parties are entitled to exercise, in any type of service (passenger, cargo, separately or in combination), full fifth freedom traffic rights to/from any intermediate or beyond point(s) without any restriction whatsoever.
3. The Designated Airline(s) of both Contracting Parties are entitled, either as operating carrier or marketing carrier, to exercise own stopover rights at any intermediate point(s) and/or beyond point(s), as well as at points within the Territory of the other Contracting Party. For services within the Territory of the other Contracting Party, these rights are to be exercised without cabotage.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 040/2025 ryo ku wa 16/12/2025 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika ya Suriname na Guverinoma ya Repubulika y'u Rwanda yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kuala Lumpur, muri Maleziya, ku wa 22 Ukwakira 2024	Seen to be annexed to Law n° 040/2025 of 16/12/2025 approving the ratification of the Agreement between the Government of the Republic of Suriname and the Government of the Republic of Rwanda for Air Services, signed at Kuala Lumpur, Malaysia, on 22 October 2024	Vu pour être annexé à la Loi n° 040/2025 du 16/12/2025 approuvant la ratification de l'Accord entre le Gouvernement de la République du Suriname et le Gouvernement de la République du Rwanda relatif aux services aériens, signé à Kuala Lumpur, en Malaisie, le 22 octobre 2024
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Kigali, 16/12/2025

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

ITEGEKO N° 041/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA YA ZIMBABWE NA REPUBULIKA Y’U RWANDA YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KUALA LUMPUR, MURI MALEZIYA, KU WA 23 UKWAKIRA 2024 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu <u>Ingingo ya 2:</u> Ingingo y’ururimi <u>Ingingo ya 3:</u> Gutangira gukurikizwa	LAW N° 041/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF ZIMBABWE AND THE REPUBLIC OF RWANDA, SIGNED AT KUALA LUMPUR, MALAYSIA, ON 23 OCTOBER 2024 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Approval for ratification <u>Article 2:</u> Language provision <u>Article 3:</u> Entry into force	LOI N° 041/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DU ZIMBABWE ET LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KUALA LUMPUR, EN MALAISIE, LE 23 OCTOBRE 2024 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Approbation pour ratification <u>Article 2:</u> Disposition linguistique <u>Article 3:</u> Entrée en vigueur
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ITEGEKO N° 041/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA YA ZIMBABWE NA REPUBULIKA Y’U RWANDA YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KUALA LUMPUR, MURI MALEZIYA, KU WA 23 UKWAKIRA 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y’U RWANDA INTEKO ISHINGA AMATEGEKO: Umutwe w’Abadepite, mu nama yawo yo ku wa 07 Ukwakira 2025;	LAW N° 041/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF ZIMBABWE AND THE REPUBLIC OF RWANDA, SIGNED AT KUALA LUMPUR, MALAYSIA, ON 23 OCTOBER 2024 We, KAGAME Paul, President of the Republic; THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA THE PARLIAMENT: The Chamber of Deputies, in its sitting of 07 October 2025;	LOI N° 041/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DU ZIMBABWE ET LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KUALA LUMPUR, EN MALAISIE, LE 23 OCTOBRE 2024 Nous, KAGAME Paul, Président de la République; LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU’ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA LE PARLEMENT: La Chambre des Députés, en sa séance du 07 octobre 2025;
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Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 64 n'iya 168; Imaze gusuzuma Amasezerano hagati ya Repubulika ya Zimbabwe na Repubulika y'u Rwanda yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kuala Lumpur, muri Maleziya, ku wa 23 Ukwakira 2024; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano hagati ya Repubulika ya Zimbabwe na Repubulika y'u Rwanda yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kuala Lumpur, muri Maleziya, ku wa 23 Ukwakira 2024, ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2:</u> Ingingo y'ururimi Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168; After consideration of the Air Services Agreement between the Republic of Zimbabwe and the Republic of Rwanda, signed at Kuala Lumpur, Malaysia, on 23 October 2024; ADOPTS: <u>Article One:</u> Approval for ratification The Air Services Agreement between the Republic of Zimbabwe and the Republic of Rwanda, signed at Kuala Lumpur, Malaysia, on 23 October 2024, in Annex, is approved for ratification. <u>Article 2:</u> Language provision This Law was drafted in English, considered and adopted in Ikinyarwanda.	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168; Après examen de l'Accord sur les services aériens entre la République du Zimbabwe et la République du Rwanda, signé à Kuala Lumpur, en Malaisie, le 23 octobre 2024; ADOpte: <u>Article premier:</u> Approbation pour ratification L'Accord sur les services aériens entre la République du Zimbabwe et la République du Rwanda, signé à Kuala Lumpur, en Malaisie, le 23 octobre 2024, en annexe, est approuvé pour ratification. <u>Article 2:</u> Disposition linguistique La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
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<u>Ingingo ya 3: Gutangira gukurikizwa</u> Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<u>Article 3: Entry into force</u> This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 3: Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 16/12/2025

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 041/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA YA ZIMBABWE NA REPUBULIKA Y'U RWANDA YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KUALA LUMPUR, MURI MALEZIYA, KU WA 23 UKWAKIRA 2024	ANNEX TO LAW N° 041/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF ZIMBABWE AND THE REPUBLIC OF RWANDA, SIGNED AT KUALA LUMPUR, MALAYSIA, ON 23 OCTOBER 2024	ANNEXE À LA LOI N° 041/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DU ZIMBABWE ET LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KUALA LUMPUR, EN MALAISIE, LE 23 OCTOBRE 2024
AMASEZERANO HAGATI YA REPUBULIKA YA ZIMBABWE NA REPUBULIKA Y'U RWANDA YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KUALA LUMPUR MURI MALEZIYA, KU WA 23 UKWAKIRA 2024	AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF ZIMBABWE AND THE REPUBLIC OF RWANDA, SIGNED AT KUALA LUMPUR, MALAYSIA, ON 23 OCTOBER 2024	ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DU ZIMBABWE ET LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KUALA LUMPUR, EN MALAISIE, LE 23 OCTOBRE 2024

AIR SERVICES AGREEMENT

BETWEEN

THE REPUBLIC OF ZIMBABWE

AND

THE REPUBLIC OF RWANDA

JM

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PREAMBLE

WHEREAS the Republic of Zimbabwe and the Republic of Rwanda (hereinafter referred to as the Contracting Parties):

DESIRING to co-operate and facilitate the expansion of international air services between the two countries and beyond their respective territories;

DESIRING to make it possible for their Airlines to co-operate and offer the traveling public a variety of service options;

DESIRING to ensure the highest degrees of safety and security in the provision of international air services; and

BEING PARTIES to the Convention on International Civil Aviation opened for signature at Chicago on 7th Day of December, 1944;

TAKING NOTE of the Yamoussoukro Declaration on a New African Air Transport Policy adopted on 7th October, 1988;

CONSIDERING the Resolution adopted by the African Ministers responsible for Civil Aviation in Mauritius on the 9th of August, 1994;

TAKING INTO ACCOUNT the Ministerial Decision relating to the implementation of the Yamoussoukro Declaration concerning the Liberalization of Access to Air Transport Markets in Africa of 14th November, 1999 as endorsed by the OAU Heads of State in July, 2000;

BEARING in mind the African Union Assembly (AU) Decision Assembly/AU/Decl.1(XXIV) of the 24th Ordinary Session placing the implementation of the Yamoussoukro Decision on the liberalisation of Air Transport Markets in Africa as the foundation for the establishment of a Single African Air Transport Market (SAATM) in the context of the African Agenda 2063; and

DESIRING to conclude an Agreement, supplementary to the above, for the purpose of establishing air services between and beyond their respective territories:

HAVE AGREED AS FOLLOWS:

ARTICLE 1

DEFINITIONS

For the purpose of the present Agreement and any annex attached thereto, unless the context otherwise requires, the term: -

- (a) **"Aeronautical Authorities"** means
 - i. in the case of the Republic of Rwanda, the Ministry in charge of civil aviation and,
 - ii. in the case of Republic of Zimbabwe, the Ministry in charge of civil aviation,or in both cases any other authority or person delegated/ or empowered to perform the functions now exercised by the said authorities;
- (b) **"Agreed Services"** means scheduled International Air Services between and beyond the respective territories of the Republic of Rwanda and the republic of Zimbabwe for the transport of passengers, cargo and mail, separately or in any combination on the specified routes pursuant to the Annex to the present Agreement ;
- (c) **"Agreement"** means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex;
- (d) **"Air services", "international air services", "airline" and "stop for non-traffic purposes"** have the meanings respectively assigned to them in Article 96 of the Convention;
- (e) **"Capacity"** is the amount(s) of services provided under this Agreement, usually measured in the number of flights (frequencies) or seats or tonnes of cargo being offered in a market (city pair, or country to country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
- (f) **"Cargo"**: goods including mail transported from one airport to another by an airline;
- (g) **"Convention"** means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any Annexes adopted under Article 90 and 94 thereof so far as those Annexes and Amendments have been adopted by both Contracting Parties;
- (h) **"Decision"** means the text of the Yamoussoukro Ministerial Decision of 14th November, 1999 as endorsed by the AU Heads of States including the Appendices, annexes and Amendments;
- (i) **"Designated Airline"** means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;
- (j) **"Eligible airline"** means any African air transport company fulfilling the requirements set forth in Article 6, subparagraph 6.9 of the Yamoussoukro Decision

- (k) **"Aircraft equipment", "aircraft stores" and "spare parts"** have the meanings respectively assigned to them in Annex 9 of the Convention;
- (l) **"User Charges"** means charges made to airlines by the competent authorities or permitted by competent authorities to be made for the provision of airport facilities, property and/or of air navigation facilities, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;
- (m) **"Specified Routes"** means routes specified in the Annex of this Agreement;
- (p) **"Tariff"** means the prices to be paid for the carriage of passengers, baggage, and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services but excluding remuneration and conditions for the carriage of mail; and
- (q) **"Territory"** means :
 - i. in the case of the Republic of Rwanda, the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, or protection or mandate of the Republic of Rwanda.,
 - ii. in the case of Republic of Zimbabwe, the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or mandate of the Republic of Zimbabwe;
- (r) **"Yamoussoukro Decision"** means the "Decision Relating to the Implementation of the Yamoussoukro Declaration Concerning the Liberalization of Access to Air Transport Markets in Africa" adopted by the Assembly of Heads of States and Government in Lome, Togo, on 12 July 2000.

ARTICLE 2
GRANT OF TRAFFIC RIGHTS

1. Each Contracting Party shall grant to the other Contracting Party in respect of scheduled international air services, on the specified routes the following:
 - (a). The right to fly across its territory without landing;
 - (b). The right to make stops in its territory for non-traffic purposes; and
 - (c). The right to make stops at points specified for that routes in the Annex to this Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo and mail, separately or in combination carried for compensation to or from points in the territory of the other Party; and
 - (d). the right to exercise 5th freedom from or to intra-African points in accordance with the Yamoussoukro Decision.
2. The Airlines of each Contracting Party, other than those designated in terms of Article 3, shall also have the rights provided for in paragraphs (a) and (b) of sub-Article (1).
3. If because of armed conflict, political disturbances or developments, or special and unusual circumstances, a designated airline of a Contracting Party is unable to operate a service on its normal routes, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of such routes, including the temporary granting of alternative rights, as mutually decided by the Contracting Parties.
4. Nothing in this Article shall be deemed to confer on the airline(s) of one Contracting Party the rights to take on board, in the territory of the other Contracting Party, passengers, their baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Contracting Party.

**ARTICLE 3
DESIGNATION AND AUTHORISATION OF AIRLINES**

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party, one or more airlines who meet the eligibility criteria defined by article 6.9 of the Yamoussoukro Decision, for the purpose of operating intra-Africa air transport services and/or the agreed services on the specified routes. The designation will be the subject of a written notification to the other State Party through diplomatic channels.
2. A Contracting Party shall have the right to designate an Eligible African multinational airline in which it is a stakeholder and this airline shall be accepted by the other Contracting Parties, provided that the effective control of this air carrier is exercised by the States Parties to the Yamoussoukro Decision.
3. On receipt of the notice of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay but not later than thirty (30) days grant to the airline designated, the appropriate operating authorization.
4. The Aeronautical Authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations which are applicable to the operation of international air services by such authorities in conformity with the provisions of the Convention.
5. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (3) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2 of this Agreement, in any case where the said Contracting Party is not satisfied that the principal place of business and effective control (as specified in Article 6.9) of that airline are vested in the Contracting Party designating the airline or in its nationals.
6. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services provided that the conditions of operation of those services and the tariffs to be applied thereon have been filed under Articles 13 and 14 of this Agreement.

ARTICLE 4
RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by either Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes specified in the Annexure I to this Agreement, provided that the requirements under which such certificates and licenses are issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
2. If the privileges or conditions of the licenses and certificates referred to in paragraph 1 which the aeronautical authorities of a Party have issued to a designated airline or for an aircraft used in the operation of the agreed services allow a difference from the minimum standards defined under of the Convention, a difference which has been notified to the International Civil Aviation Organization, each Party may request consultations between the Aeronautical Authorities with a view to clarifying the practice in question.
3. Each Contracting Party reserves the right, however to refuse to recognize as valid for the purpose of operating the said specified routes over its own territory;
 - i. certificates of competency and licences issued to its own nationals by the other Contracting Party; and/or
 - ii. if the privileges or conditions of the licenses or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, whether or not such difference has been filed with the International Civil Aviation Organization.

ARTICLE 5

WITHHOLDING, REVOCATION, SUSPENSION, OR LIMITATION OF OPERATING AUTHORISATIONS

1. Each Contracting Party shall have the right to withhold, revoke an operating authorization, or to limit, suspend the exercise of the rights specified in Article 2 of this Agreement by the airline designated by the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of this rights in any of the following cases: -
 - (a) the Aeronautical Authorities of the first Contracting Party are not satisfied that the said airline is an "Eligible airline" as set forth in Article 6, subparagraph 6.9 of the Yamoussoukro Decision
 - (b) Failure by the airline to comply with the laws or regulations of the Contracting Party granting these rights; or
 - (c) If the airline otherwise fails to operate the agreed services in accordance with the conditions prescribed under this Agreement and the Annex attached hereto;
 - (d) the designated airline has failed to comply with the provisions set forth in Article 14 and Article 15 of this Agreement.
2. Unless immediate revocation, limitation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringement of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 6 EXEMPTION FROM CUSTOMS DUTIES

1. Aircraft operated, for the agreed services, by the designated airline(s) of either Contracting Party, as well as any aircraft equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft are exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided that such equipment, supplies and stores remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.
2. Subject to paragraph 3 of this Article, they are also exempt from customs duties, inspection fees and similar charges, with the exception of charges corresponding to the services performed:
 - (a) aircraft stores taken on board in the territory of a Contracting Party; within limits fixed by the aeronautical authorities of that Contracting Party, and for use on board outbound aircraft engaged on an agreed service of the other Contracting Party;
 - (b) spare parts, introduced into the territory of either Contracting Party for the maintenance or repair of aircrafts used, for the agreed services, by the designated airline(s) of the other Contracting Party; and
 - (c) fuel and lubricants, and consumable technical supplies, to be supplied to an inbound / transiting / outbound aircraft operated, on agreed services, by the designated airline(s) of the other Contracting Party, even when such supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.
3. Materials and supplies referred to in subparagraphs (a), (b) and (c) of paragraph 2 of this Article, may be subject to customs surveillance or control, of the two Contracting Parties.
4. Baggage and cargo in direct transit are exempt from customs duties and other similar taxes provided that these will be under customs surveillance or control.
5. The regular airborne equipment, as well as the materials and supplies retained on board an aircraft of the designated airline(s) of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party and such customs authorities may require that such equipment, materials and supplies be placed under their surveillance up to such time as they are re-exported or otherwise disposed of in accordance with customs laws and regulations.

ARTICLE 7
PLACE OF TAXATION

The profits and income from international traffic operations derived by an airline designated by a Contracting Party, shall be exempt from all taxes imposed by the Government of the other Party.

Where a special agreement for the avoidance of double taxation with respect to taxes on income and on capital exists between the Parties, the provisions of the latter shall prevail.

ARTICLE 8
LEASING

1. Either Contracting Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Article 14 and Article 15 of this Agreement.
2. Subject to paragraph 1 of this Article, the designated airlines of each Contracting Party may operate services under this Agreement by using leased aircraft which meets the requirements provided by Articles 12 and 13 of this Agreement.

ARTICLE 9
DIRECT TRANSIT

Passengers, baggage, and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose, shall be subject to a simplified control. Passengers, baggage and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to further examination for reasons of aviation security, narcotics control, prevention of illegal entry or in special circumstances.

ARTICLE 10
TREATMENT OF REGULAR
AIRBORNE EQUIPMENT RETAINED ON BOARD

The regular airborne equipment as well as the materials and supplies retained on board the aircraft operated by the designated airline of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of the Contracting Party. In such cases, they may be placed under the supervision of the said Customs authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

ARTICLE 11
APPLICATION OF NATIONAL LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party relating to admission to, flight within or departure from its territory of an aircraft of its designated airline(s) engaged in international air navigation, or to the operation or navigation of such aircraft while within its territory, shall apply to the aircraft of designated airline(s) of the other Contracting Party and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Contracting Party.
2. The laws and regulations of one Contracting Party relating to entry into, stay in, or departure from its territory of passengers, baggage, crew, cargo or mail, such as laws and regulations relating to entry, exit, emigration, immigration, passports as well as customs and health or sanitary measures, shall apply to passengers, baggage, crew, cargo and mail carried by the aircraft of the designated airline(s) of the other Contracting Party upon entry into or departure from or while within the territory of the first Contracting Party.
3. In general, in the application of laws and regulations in force, neither Contracting Party shall give preference to its own or any other airlines over a designated airline of the other Contracting Party engaged in similar international air services.

ARTICLE 12
FAIR COMPETITION

- (1) The designated airlines of each Contracting Party shall be allowed fair and equitable treatment in order that it may enjoy equal opportunity in the operation of the agreed service. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and unfair competitive or predatory practices adversely affecting the competitive position of the designated airlines of the other Contracting Party in the exercise of its rights and entitlements as set out in this Agreement and in accordance with the Institutional and Regulatory texts of the Yamoussoukro Decision.
- (2) In operating the agreed services the designated airlines of each Contracting Party shall take into consideration the interests of the designated airlines of the other Contracting Party so as not to unduly affect the services which the latter provide on the whole or part of the same routes.
- (3) There shall be no limits on the number of frequencies and capacity offered on air service linking any intra-African city per combinations between the Contracting Parties. Each designated airline(s) shall be allowed to mount and operate such capacity and frequency as such airline(s) deems appropriate.
- (4) Consistent with the rights referred to in paragraph 3 of this Article, the Contracting Parties shall not unilaterally limit the volume of traffic, the type of aircraft to be operated or the number of flights per week, except for environmental, safety, technical or other special consideration: Provided that such actions are not intended as measures for the protection of the commercial or economic interests of a designated airline.
- (5) Notwithstanding paragraphs(3) and (4) of this Article, the Contracting Parties may impose conditions, limit or refuse the increase of capacity or frequency of a designated airline: Provided such actions:
 - (a) are non-discriminatory and applied under uniform conditions to all airlines and are consistent with Article 15 of the Convention, without discrimination on the ground of nationality or identity of airlines;
 - (b) have a limited period of validity;
 - (c) do not unduly affect the objectives of the Yamoussoukro Decision;
 - (d) do not unduly distort competition between airlines; and

(e) are not more restricted than necessary in order to relieve the problem and are not more restrictive than those applied to any other airlines(s) of a state not party to the Yamoussoukro Decision.

- (6) When a Contracting Party considers that intervention in terms of sub-Article (4) is necessary, such Contracting Party shall, at least sixty (60) days before the effective date of such action, notify the other Contracting Party thereof, providing adequate justification for the need for such measures so as to allow consultations prior to the date of entry into force of the measure. Such measure may be implemented only if within thirty (30) days of its notification, the other Contracting Party has not indicated the intention to consent to such measures.

ARTICLE 13 AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and of the steps considered necessary to conform with those minimum standards established at that time pursuant to the Convention, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of subparagraph (e) of paragraph 1 of Article 4 (Withholding, Revocation, Suspension, or Limitation of Operating Authorisations) of this Agreement.
3. Pursuant to Article 16 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
4. If any such ramp inspection or series of ramp inspections gives rise to:
 - (a) serious concerns that an aircraft or the operation of an aircraft does not comply with the

minimum standards established at that time pursuant to the Convention; or

(b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

the Contracting Party carrying out the ramp inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Contracting Party in accordance with paragraph 3 of this Article is denied by a representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 of this Article arise and draw the conclusions referred in that paragraph.
6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 14
AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation signed at Montreal on 23 September 1971, its supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991 as well as with any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.
2. The Contracting Parties shall provide, upon request, all practicable assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties. Each Contracting Party shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in its territory, and the operators of airports in its territory, act in conformity with such aviation security provisions.
4. Each Contracting Party agrees that such operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, that Contracting Party may request immediate consultations with the other Contracting Party.
7. Without prejudice to Article 4 (Withholding, Revocation, Suspension or Limitation of Operating Authorisations) of this Agreement, failure to reach a satisfactory agreement within fifteen (15) days from the date of such request will constitute grounds to withhold, revoke, suspend, limit or impose conditions on the operating authorisation of the air carriers of both Contracting Parties.
8. When required by an immediate and extraordinary threat, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.
9. Any action taken in accordance with the paragraph 7 above shall be discontinued upon compliance by the other Contracting Party with the provisions of this Article.

ARTICLE 15 COMMERCIAL ACTIVITIES

1. In accordance with the laws and regulations of the other Contracting Party, the designated airline(s) of one Contracting Party shall have the right:
 - (a) in relation to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial and other specialist staff, office equipment and other related equipment and promotional materials required for the operation of international air services;
 - (b) to employ technical, administrative and commercial personnel of its own nationality subject to the laws and regulations in force in the country in which this personnel is to be employed;
 - (c) to use the services of personnel of any other organization, company or airline operating in the territory of the other Contracting Party;
 - (d) to establish offices in the territory of the other Contracting Party for the purposes of provision, promotion and sale of air services;

- (e) to sell and market international air services and related products in the territory of that other Contracting Party, directly and, at its discretion, through its agents or other intermediaries, in the local currency or in freely convertible currencies of other countries;
- (f) to convert and remit to the territory of its incorporation, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance. Such conversion and remittance shall be made in accordance with the foreign exchange regulations of the Contracting Party concerned; and
- (g) to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the airlines of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies according to local currency regulations.

2. The designated airlines of each Contracting Party have the right to enter cooperative marketing arrangements subject to national laws, regulations and policies, such as blocked space, code sharing or leasing arrangements with an airline or airlines of either Contracting Party or airlines of a third country, provided that the airlines have the appropriate authorization of exploitation.

3. The marketing airline may be required to file any proposed co-operative marketing arrangements with the aeronautical authorities of each Contracting Party before its introduction.

4. When holding out services for sale, the marketing airline will make it clear to the purchaser of tickets for such services, at the point of sale, which airline will be the operating airline on each sector of the services and with which airline or airlines the purchaser is entering into a contractual relationship.

**ARTICLE 16
APPROVAL OF SCHEDULES**

1. The designated airline of each Contracting Party shall submit its envisaged flight schedules for approval to the aeronautical authorities of the other Party at least thirty (30) days prior to the operation of the agreed services. The same procedure shall apply to any modification thereof.
2. For supplementary flights which the designated airline of one Party wishes to operate on the agreed services outside the approved timetable, that airline must request prior permission from the aeronautical authorities of the other Party. Such requests shall usually be submitted at least three (3) working days prior to the operation of such flights.

**ARTICLE 17
TARIFF**

1. The Contracting Parties shall allow tariffs for air transportation to be established by each designated airline based upon commercial considerations in the market place. Intervention by the Parties shall be limited to:
 - (a). Prevention of discriminatory tariffs or practices;
 - (b). Protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c). Protection of airlines from tariffs that are artificially low.
2. Each Contracting Party may require notification to, or filing with, its aeronautical authorities of tariffs to be charged to or from its territory by airlines of the other Contracting Party. Notification or filing by the airlines of the other Contracting Party may be required no more than 30 days before the proposed date of effectiveness. Notification for filing may be permitted on shorter notice than normally required. If a Contracting Party permits an airline to file a tariff on short notice, the tariff shall become effective on the proposed date for traffic originating in the territory of that Contracting Party.
3. If a Contracting Party believes that a tariff proposed to be charged by an airline of the other Contracting Party for international air transportation between the territories of the Contracting Parties is inconsistent with considerations set forth in paragraph 1 of this, Article, it shall notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible and request consultations. These consultations shall be held not later than 30 days after receipt of the request, and the Contracting Parties shall co-operate in securing information necessary for reasonable resolution of the issue. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each

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Contracting Party shall use its best efforts to put that Agreement into effect. Without such mutual Agreement, the previously existing tariff shall continue in effect.

ARTICLE 18 USER CHARGES

1. Neither Contracting Party shall impose or permit to be imposed on the designated airline or airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international air services.
2. Each Contracting Party shall encourage consultations on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organizations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 19 EXCHANGE OF INFORMATION

1. The Aeronautical Authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at the latter's request: such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of either Contracting Party.
2. Such statement shall include the information required to determine the amount of traffic carried by the designated airline on the agreed services and the origins and destinations of such traffic.

ARTICLE 20
TRANSFER OF EXCESS RECEIPTS

1. Each Contracting Party grants to the designated airline of the other Contracting Party the right to remit, without restriction, funds earned locally, to the country or countries of their choice, promptly, in freely convertible currency and at the official rate of exchange.
2. Each Party shall authorize the airline or airlines of the other Party, to convert and transfer abroad, in the country of their choice, all local revenues derived from the sale of air transport services and related activities directly related to air transport which exceed the sums spent locally, such conversion and transfer being authorized promptly, without restriction, discrimination or related taxes, at the exchange rate applicable on the date of the request for conversion and transfer.

ARTICLE 21
ENVIRONMENT

1. The Parties support the need to protect the environment by promoting the sustainable development of aviation. The Parties agree with regard to operations between their respective territories to comply with the ICAO Standards and Recommended Practices (SARPs) of Annex 16 and the existing ICAO policy and guidance on environmental protection.
2. In addition, they shall encourage global initiatives which are inherent in the preservation and protection of biodiversity, the concern about the environmental impact, ecosystems and sustainable development of commercial aviation.

ARTICLE 22
CONSULTATIONS

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult with each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annex attached hereto and shall consult whenever necessary to provide for amendment to this Agreement or the Annex.
2. Either Contracting Party may request consultations, which may be through discussions or by correspondence. Consultations shall begin within a period of thirty (30) days from the date the other Contracting Party receives a written request, unless otherwise agreed by both Contracting Parties.

3. Any amendment of this Agreement, or its Annex, shall be effected by an exchange of diplomatic notes and shall enter into force on such date as is provided for by the latter note.

ARTICLE 23 SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall, in the first place, endeavor to settle it by direct consultation and negotiations.
2. If a settlement cannot be reached by the aforementioned methods, the dispute may, at the request of either Contracting Party, be submitted for decision to a tribunal (hereinafter called the "Arbitration Tribunal") consisting of three arbitrators, one to be appointed by each Contracting Party and the third to be agreed upon by the two so appointed. The third such arbitrator shall not be a national of either Contracting Party and shall act as president of the Arbitration Tribunal.
3. Each of the Contracting Parties shall appoint an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a notice through the diplomatic channel requesting arbitration of the dispute by the Arbitration Tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to appoint an arbitrator within the specified period or if the third arbitrator is not appointed within the specified period, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice-President who is not disqualified on that ground shall make the appointment.
4. The Arbitration Tribunal shall determine its own procedure.
5. Subject to the final decision of the Arbitration Tribunal, the Contracting Parties shall bear in equal proportion the cost of arbitration.
6. The Contracting Parties shall comply with the decision(s) of the Arbitration Tribunal.
7. If, and so long as, either Contracting Party fails to comply with a decision of the Arbitration Tribunal given under this Article, the other Contracting Party may limit, withhold, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party or to its designated airline(s) in default.

ARTICLE 24
EFFECT OF MULTILATERAL AGREEMENT

If, after the entry into force of this Agreement, the two Parties become bound by a multilateral agreement dealing with matters governed by this Agreement, the provisions of the multilateral agreement shall prevail. Both Parties may consult pursuant to Articles 22 (Consultations) and 25 (Amendments) of this Agreement with a view to establishing the extent to which this Agreement is affected by the provisions of this multilateral agreement and whether to revise this Agreement to reflect that multilateral agreement.

ARTICLE 25
AMENDMENT(S)

1. If either Party deems it desirable to modify any provision of this Agreement, such modification shall be approved in accordance with the provisions of Article 22 of this Agreement. It will enter into force on a date determined by the Parties, after confirmation through the diplomatic channel of the completion of the internal procedures required by each Party.
2. Notwithstanding the provisions of paragraph 1 above, modifications to the Annex to this Agreement may be agreed directly between the aeronautical authorities of the Parties and shall be applied from the day on which they are agreed.

ARTICLE 26
DURATION AND TERMINATION

1. This Agreement shall remain in force for an indefinite period of time, subject to the provisions of paragraph (2) below.
2. Either Contracting Parties may at any time give notice to the other Contracting Party of its decision to terminate the Agreement. Such notice shall be simultaneously communicated to the African Union (AU) and the International Civil Aviation Organization (ICAO). In such a case, the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by African Union (AU) and the International Civil Aviation Organization (ICAO).

ARTICLE 27

**REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION
ORGANIZATION (ICAO)**

This Agreement and any subsequent amendments hereto shall be registered with the International Civil Aviation Organization by the state where the signature of the Agreement will take place.

**ARTICLE 28
ENTRY INTO FORCE**

1. This Agreement and its Annex shall enter into force provisionally on the date of its signature and definitively on the date of Exchange of Instruments of Ratification thereof or when there has been an Exchange of Notes between the Contracting Parties through diplomatic channels, confirming that the constitutional requirements in their respective countries have been complied with.
2. This Agreement and its Annex shall be subject to ratification by the Contracting Parties and shall be notified through diplomatic channels.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement in duplicate in the English language.

Done at Kuala Lumpur this 23rd Day of October 2024



Eng. Pedzisayi Joy Makumbe
Secretary for Transport and
Infrastructural Development

**FOR THE REPUBLIC OF
ZIMBABWE**



Ms. Winnie Ngamije
Deputy Director General
Rwanda Civil Aviation Authority

**FOR THE REPUBLIC OF
RWANDA**



ANNEXURE I**ROUTE SCHEDULE****A. Routes to be operated by the Designated Airlines of the Republic of Rwanda.**

Point of Departure	Intermediate Points	Point (s) in Zimbabwe	Points Beyond
Any Points	Any Points	Any Points	Any Points

B. Routes to be operated by the Designated Airlines of the Republic of Zimbabwe.

Point of Departure	Intermediate Points	Point (s) in Rwanda	Points Beyond
Any points	Any Points	Any Points	Any Points

Note 1: Any points or all intermediate points and/or beyond points on the specified routes may, at the discretion of each airline, be omitted on any or all flights.

Note 2: The exploitation of the 5th freedom traffic rights is subject to the provisions of Article 2 of this Agreement.

Note 3: The right to exercise 5th freedom on intermediate and/ or beyond points outside Africa shall be permitted as well.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 041/2025 ryo ku wa 16/12/2025 ryemera kwemeza burundu Amasezerano hagati ya Repubulika ya Zimbabwe na Repubulika y'u Rwanda yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kuala Lumpur, muri Maleziya, ku wa 23 Ukwakira 2024	Seen to be annexed to Law n° 041/2025 of 16/12/2025 approving the ratification of the Air Services Agreement between the Republic of Zimbabwe and the Republic of Rwanda, signed at Kuala Lumpur, Malaysia, on 23 October 2024	Vu pour être annexé à la Loi n° 041/2025 du 16/12/2025 approuvant la ratification de l'Accord sur les services aériens entre la République du Zimbabwe et la République du Rwanda, signé à Kuala Lumpur, en Malaisie, le 23 octobre 2024
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Kigali, 16/12/2025

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

ITEKA RYA PEREZIDA N° 029/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA SULUTANA YA OMAN YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I RIYADH MURI ARABIYA SAWUDITE, KU WA 04 UKUBOZA 2023	PRESIDENTIAL ORDER N° 029/01 OF 17/12/2025 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE SULTANATE OF OMAN, DONE AT RIYADH, SAUDI ARABIA, ON 04 DECEMBER 2023	ARRÊTÉ PRÉSIDENTIEL N° 029/01 DU 17/12/2025 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU SULTANAT D'OMAN, FAIT À RIYAD, EN ARABIE SAOUDITE, LE 04 DÉCEMBRE 2023
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<u>Ingingo ya 3:</u> Ingingo y'ururimi	<u>Article 3:</u> Language provision	<u>Article 3:</u> Disposition linguistique
<u>Ingingo ya 4:</u> Gutangira gukurikizwa	<u>Article 4:</u> Entry into force	<u>Article 4:</u> Entrée en vigueur

ITEKA RYA PEREZIDA N° 029/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA SULUTANA YA OMAN YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YAKOREWE I RIYADH MURI ARABIYA SAWUDITE, KU WA 04 UKUBOZA 2023 Twebwe, KAGAME Paul, Perezida wa Repubulika; Dushingiye ku Itegeko Nshinga rya Repubulika y’u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n’iya 168; Dushingiye ku Itegeko n° 038/2025 ryo ku wa 16/12/2025 ryemera kwemeza burundu Amasezerano hagati ya Repubulika y’u Rwanda na Guverinoma ya Sulutana ya Oman yerekeranye no gutwara abantu n’ibintu mu kirere, yashyiriweho umukono i Riyadh, muri Arabiya Sawudite, ku wa 04 Ukuboza 2023;	PRESIDENTIAL ORDER N° 029/01 OF 17/12/2025 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE SULTANATE OF OMAN, DONE AT RIYADH, SAUDI ARABIA, ON 04 DECEMBER 2023 We, KAGAME Paul, President of the Republic; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168; Pursuant to Law n° 038/2025 of 16/12/2025 approving the ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Sultanate of Oman, signed at Riyadh, Saudi Arabia, on 04 December 2023;	ARRÊTÉ PRÉSIDENTIEL N° 029/01 DU 17/12/2025 RATIFIANT L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU SULTANAT D’OMAN, FAIT À RIYAD, EN ARABIE SAOUDITE, LE 04 DÉCEMBRE 2023 Nous, KAGAME Paul, Président de la République; Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168; Vu la Loi n° 038/2025 du 16/12/2025 approuvant la ratification de l’Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Sultanat d’Oman, signé à Riyadh, en Arabie Saoudite, le 04 décembre 2023;
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Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Sulutana ya Oman yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Riyadh, muri Arabiya Sawudite, ku wa 04 Ukuboza 2023; Bisabwe na Minisitiri w'Ibikorwa Remezo; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE: <u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Sulutana ya Oman yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Riyadh, muri Arabiya Sawudite, ku wa 04 Ukuboza 2023, ari ku mugereka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. <u>Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka</u> Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri	Considering the Air Services Agreement between the Government of the Republic of Rwanda and the Government of The Sultanate of Oman, done at Riyadh, Saudi Arabia, on 04 December 2023; On proposal by the Minister of Infrastructure; After consideration and approval by the Cabinet; DO ORDER: <u>Article One: Ratification</u> The Air Services Agreement between the Government of the Republic of Rwanda and the Government of The Sultanate of Oman, done at Riyadh, Saudi Arabia, on 04 December 2023, in Annex, is ratified and becomes fully effective. <u>Article 2: Authorities responsible for the implementation of this Order</u> The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and	Considérant l'Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Sultanat d'Oman, fait à Riyad, en Arabie Saoudite, le 04 décembre 2023; Sur proposition du Ministre des Infrastructures; Après examen et adoption par le Conseil des Ministres; ARRÊTONS: <u>Article premier: Ratification</u> L'Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Sultanat d'Oman, fait à Riyad, en Arabie Saoudite, le 04 décembre 2023, en annexe, est ratifié et sort son plein et entier effet. <u>Article 2: Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération
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w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka. <u>Ingingo ya 3: Ingingo y'ururimi</u> Iri teka ryateguwe mu rurimi rw'Icyongereza. <u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	the Minister of Finance and Economic Planning are entrusted with the implementation of this Order. <u>Article 3: Language provision</u> This Order was drafted in English. <u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté. <u>Article 3: Disposition linguistique</u> Le présent arrêté a été rédigé en anglais. <u>Article 4: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 17/12/2025

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

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Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 029/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA SULUTANA YA OMAN YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I RIYADH MURI ARABIYA SAWUDITE, KU WA 04 UKUBOZA 2023	ANNEX TO PRESIDENTIAL ORDER N° 029/01 OF 17/12/2025 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE SULTANATE OF OMAN, DONE AT RIYADH, SAUDI ARABIA, ON 04 DECEMBER 2023	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 029/01 DU 17/12/2025 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU SULTANAT D'OMAN, FAIT À RIYAD, EN ARABIE SAOUDITE, LE 04 DÉCEMBRE 2023
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AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA SULUTANA YA OMAN YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I RIYADH MURI ARABIYA SAWUDITE, KU WA 04 UKUBOZA 2023	AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE SULTANATE OF OMAN, DONE AT RIYADH, SAUDI ARABIA, ON 04 DECEMBER 2023	ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU SULTANAT D'OMAN, FAIT À RIYAD, EN ARABIE SAOUDITE, LE 04 DÉCEMBRE 2023
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**AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND
THE GOVERNMENT OF THE SULTANATE OF OMAN**

The Government of the Republic of Rwanda and the Government the Sultanate of Oman hereinafter referred to as the “Contracting Parties”);

Being parties to the Convention on International Civil Aviation and International Air Services Transit Agreement both opened for signature at Chicago on the seventh day of December, 1944;

Desiring to facilitate the expansion of International Air Services opportunities;

Recognising that efficient and competitive International Air Services enhance economic growth, trade, tourism, investment and the welfare of consumers;

Desiring to ensure the highest degree of safety and security in International Air Services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of Air Services, and undermine public confidence in the safety of civil aviation, and

Desiring to conclude an agreement for the purpose of establishing and operating Air Services between and beyond their respective Territories;

Have agreed as follows:

Article 1

Definitions

For the purpose of this Agreement, unless the context otherwise requires, the following definitions shall apply:

- (a) “Aeronautical Authorities” means, in the case of the Republic of Rwanda, the Ministry of Infrastructure and in the case of the Sultanate of Oman, the Civil Aviation Authority or in both cases any other person or body authorized to exercise the functions presently assigned to the said authorities.
- (b) “Agreement” means this Agreement, its Annexes and any amendments thereto.

- (c) "Agreed Services" means the International Air Services which can be operated, according to provisions of this Agreement on the Specified Routes.
- (d) "Annex" means the Annex to this Agreement or any amendments thereto, in accordance with the provisions of Article 18 (Consultations and Amendment) of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement shall include the Annex except where explicitly agreed otherwise.
- (e) "Air Service", "International Air Service", "Airline" and "Stop for Non-Traffic Purposes" have the meanings specified in Article 96 of the Convention.
- (f) "Capacity" means:
 - in relation to an aircraft, the payload of that aircraft available on the route or section of a route.
 - in relation to a specified Air Service, the Capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or section of a route.
- (g) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any annex adopted under Article 90 of that Convention and any amendment of the annexes of the Convention under Articles 90 and 94 thereof, so far as those annexes and amendments have become effective for or been ratified by both Contracting Parties.
- (h) "Designated Airlines" means any Airline which has been designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement.
- (i) "Ground-handling" means and includes but is not limited to the passenger, cargo and baggage handling, and the provision of catering facilities and services.
- (j) "ICAO" means the International Civil Aviation Organization.
- (k) "International Air Transportation" means air transportation which passes through the air space over the Territory of more than one state.
- (l) "Marketing Airline" means an Airline that offers air transportation on an aircraft operated by another Airline through code-sharing.

- (m) "Route Schedule" means the schedule of the routes to operate Air Transportation Services annexed to this Agreement and any modifications thereto as agreed in accordance with the provisions of Article 18 of this Agreement.
- (n) "Specified Routes" means the routes established or to be established in the Annex to this Agreement.
- (o) "Spare Parts" means, articles of a repair or replacement nature for incorporation in an aircraft, including engines.
- (p) "Tariff" means any fare, rate or charge of the prices to be paid for the carriage of passengers, baggage and cargo, excluding mail, in air transportation, including any other mode of transportation in connection therewith, charged by Airlines, including their agents and the conditions governing the availability of such fare, rate or charge.
- (q) "Territory" has the meaning specified in Article 2 of the Convention.
- (r) "Traffic" means passengers, baggage, cargo and mail.
- (s) "Regular Equipment" means articles, other than stores and Spare Parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment.
- (t) "User Charges" means fees or rates levied for the use of airports, navigational facilities and other related services offered by one Contracting Party to the other.

Article 2

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of scheduled International Air Services on the routes specified in Annex 1 to this Agreement by the Designated Airlines of the other Contracting Party:
 - (a) to fly without landing across the Territory of the other Contracting Party.
 - (b) to make Stops for Non-Traffic Purposes in the Territory of the other Contracting Party.
 - (c) to make stops in the Territory at the points specified for that route in Annex 1 to this Agreement for the purpose of embarking and

disembarking the international Traffic in combination or separately.

(d) the rights otherwise specified in this Agreement.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on the Designated Airlines of one Contracting Party the privilege of uplift and discharge, in the Territory of the other Contracting Party, Traffic carried for remuneration or hire when destined for another point in the Territory of that other Contracting Party.

Article 3

Designation and Authorization

1. Each Contracting Party shall have the right to designate one or more Airlines for the purpose of operating the Agreed Services on the Specified Routes. Such designation shall be effected by virtue of a written notification through diplomatic channels.
2. On receipt of such designation, the Aeronautical Authorities of other Contracting Party shall, subject to paragraphs 3 and 4 of this Article, grant to the Designated Airline(s) the necessary operating authorization without delay.
3. The Aeronautical Authorities of one Contracting Party may require an Airline designated by the other Contracting Party to satisfy that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operations of International Air Services by such Aeronautical Authorities in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by a Designated Airline of the rights specified in Article 2 (Grant of Rights) of this Agreement, in any case where the Contracting Party is not satisfied that:
 - (a) substantial ownership and effective control of that Airline are vested in the Contracting Party designating the Airline or in its nationals; or

- (a) the Government designating the Airline is maintaining and administering the standards set forth in Article 13 (Aviation Safety) and Article 14 (Aviation Security) of this Agreement.
- 5. When an Airline has been so designated and authorized, it may begin at any time to operate the Agreed Services, provided that a Capacity is agreed upon and a Tariff is established in accordance with the provisions of Article 5 (Capacity) and Article 6 (Tariffs) of this Agreement is in force in respect of that service.

Article 4

Revocation or Suspension of Operating Authorization

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 (Grant of Rights) of this Agreement by an Airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights, in any of the following cases:
 - (a) if it is not satisfied that substantial ownership and effective control of that Airline is vested in the Contracting Party designating the Airline or in the nationals of such Contracting Party.
 - (b) if the Airline fails to comply with the laws or regulations of the Contracting Party granting these rights.
 - (c) if the Airline fails to operate in accordance with the conditions prescribed under this Agreement.
2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultations with the other Contracting Party. In such case consultations shall begin within a period of 60 (sixty) days from the date of request made by either Contracting Party for consultations.

Article 5 Capacity

1. The Designated Airlines of each Contracting Party shall enjoy fair and equal opportunity for the operation of the Agreed Services between their respective Territories.
2. In the operation by the Designated Airlines of either Contracting Party of the Agreed Services, the interests of the Airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services provided on all or part of the same route.
3. The Agreed Services provided by the Designated Airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the Specified Routes and shall have as their primary objective the provision, at a reasonable load factor, of Capacity adequate to carry the current and reasonably anticipated requirements of passengers and cargo including mail between the Territories of the Contracting Parties which has designated the Airline.
4. In the operation of the Agreed Services, the total Capacity to be provided and the frequency of the services to be operated by the Designated Airlines of each Contracting Party shall be, at the outset, mutually determined by the Aeronautical Authorities of the Contracting Parties before the services are inaugurated. Such Capacity and frequency of services initially determined may be reviewed and revised from time to time by said authorities.

Article 6 Tariffs

1. Each Contracting Party shall allow the Tariffs for International Air Services operated to, from and through its Territory to be established by the Designated Airlines at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit and the Tariffs of other Airlines. Intervention by the Contracting Parties shall be limited to:
 - (a) prevention of unreasonably discriminatory Tariffs or practices;
 - (b) protection of consumers from Tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and

- (c) protection of Airlines from Tariffs that are artificially low due to direct or indirect governmental subsidy or support.
- 2. The Tariffs established under paragraph 1 shall not be required to be filed by the Designated Airlines of one Contracting Party with the Aeronautical Authorities of the other Contracting Party for approval.
- 3. Neither Contracting Party shall allow its Designated Airlines, in the establishment of Tariffs, either in conjunction with any other Airlines or separately, to abuse market power in a way which has, is likely or intended to have the effect of severely weakening a competitor, being a Designated Airline of the other Contracting Party, or excluding such a competitor from a route.
- 4. The Contracting Parties agree that the following Airline practices, in relation to the establishment of Tariffs, may be regarded as possible unfair competitive practices which may merit closer examination:
 - (a) charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;
 - (b) the practices in question are sustained rather than temporary;
 - (c) the practices in question have a serious economic effect on, or cause significant damage to, Designated Airlines of the other Contracting Party; and
 - (d) behaviour indicating an abuse of dominant position on the route.
- 5. In the event that either Aeronautical Authority is dissatisfied with a Tariff proposed or in effect for an Airline of the other Contracting Party, the Aeronautical Authorities will endeavour to settle the matter through consultations, if so requested by either Aeronautical Authority. In any event, the Aeronautical Authority of a Contracting Party shall not take unilateral action to prevent the coming into effect or continuation of a Tariff of an Airline of the other Contracting Party.
- 6. Notwithstanding the foregoing, the Designated Airlines of one Contracting Party shall provide, on request, to the Aeronautical Authorities of the other Contracting Party the information relating to the establishment of the Tariffs, in a manner and format as specified by such authorities.

7. No Contracting Party shall impose on the other Contracting Party's Designated Airlines a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to Capacity, frequency or Traffic that may be inconsistent with the purposes of this Agreement.

Article 7

Taxes, Customs Duties and Other Charges

1. Aircraft operated on International Air Services by the Designated Airline of either Contracting Party, as well as their Regular Equipment, Spare Parts (including engines), supplies of fuels and lubricants (including hydraulic fluids), and aircraft stores (including food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight) carried on board, shall be exempt from all customs duties, inspection fees and other duties or taxes on arrival in the Territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft until such time as they are re-exported or used on board of the aircraft on the part of the journey to be performed over that Territory.
2. The following items also shall be exempt from the same duties and taxes, in relation with the exception of carriage corresponding to the service performed:
 - (a) aircraft stores taken on board in the Territory of either Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board of the aircraft engaged in an International Air Service of the Contracting Party.
 - (b) Spare Parts (including engines) and regular airborne equipment entered into the Territory of either Contracting Party for the maintenance or repair of

aircraft used on international services by the Designated Airlines of the other Contracting Party.

- (c) fuel and lubricants (including hydraulic fluids) destined to supply aircraft operated on International Air Services by the Designated Airline of the other Contracting Party, even when these supplies are to be used on the part of the journey to be performed over the Territory of the Contracting Party in which they are taken on board.
 - (d) printed ticket stock, airway bills or any printed material bearing insignia of a Designated Airline of a Contracting Party and usual publicity material distributed without charge by that Designated Airline intended for use in the operation of the International Air Services until such time as they are re-exported.
3. Materials referred to in paragraph 2 above shall be subject to supervision or control of customs authorities.
 4. The normal aircraft equipment, as well as Spare Parts (including engines), aircraft stores, supplies of fuels and lubricants (including hydraulic fluids) as well as other materials and supplies retained on board the aircraft operated by the Designated airlines of one Contracting Party may be unloaded in the Territory of the other Contracting Party only with the approval of the customs authorities of such Territory. In such case, they shall be placed under the supervision or control of the appropriate authorities until they are re-exported or otherwise disposed of in accordance with the customs laws and procedures of that Contracting Party.
 5. The fees corresponding to the services performed in relation to the storage and customs clearance will be charged in accordance with the national laws and regulations of the Contracting Parties.

Article 8

Direct Transit

Subject to the laws and regulations of each Contracting Party, passengers, baggage, cargo and mail in direct transit through the Territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a very simplified examination except in respect of security measures against violence, air piracy and smuggling of narcotics and

psychotropic substances. Such baggage, cargo and mail shall be exempt from customs, excise tax and similar duties, fees and charges.

Article 9 User Charges

1. The charges which either of the Contracting Parties may impose or permit to be imposed on the Designated Airline of the other Contracting Party for the use of airports, aviation security and other related facilities and services under its control shall not be higher than those that would be paid for the use of such airports, aviation security and other related facilities and services by the national Airlines of the Contracting Party engaged in similar International Air Services at the time arrangements for use are made.
2. The Designated Airlines of one Contracting Party shall be permitted, in accordance with the national laws and regulations of both Contracting Parties, on the basis of reciprocity, to perform its own specified Ground-Handling services in the Territory of the other Contracting Party and, at its option, to have Ground-Handling services provided in whole or in part by any agent authorised, if required by domestic laws and regulations, by the competent authorities of the other Contracting Party to provide such services.
3. The fees and charges imposed in the Territory of one Contracting Party on a Designated Airline of the other Contracting Party for the use of airports, aviation security and other related facilities and services shall be non-discriminatory, and equitably apportioned amongst categories of users. For such fees and charges to be non-discriminatory, they should be levied on foreign airlines at a rate no higher than the rate imposed on a Contracting Party's own airlines operating similar International Air Services.
4. Contracting Parties shall encourage the exchange of such information between the competent charging authorities and the airlines as may be necessary to permit a full assessment of the reasonableness of, justification for, and apportionment of the charges in accordance with this Article.
5. Each Contracting Party shall encourage discussions between its competent charging authorities and the Airlines using the services and facilities, or where practicable, through the Designated Airlines' representative organizations. Increased or new charges should only follow adequate consultations between

the competent charging authorities and the airlines. Reasonable notice of any proposals for changes in User Charges should be given to users to enable them to express their views before the changes are made.

Article 10

Airlines Representatives and Access to Local Services

1. In accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment the Designated Airlines of one Contracting Party shall be entitled to bring in and to maintain in the Territory of the other Contracting Party their own administrative, commercial, sales, operational, technical and other specialist staff who are required for the operation of the Agreed Services.
2. The staff requirements may, at the option of the Designated Airlines of one Contracting Party, be satisfied by its own personnel or by using the services and personnel of any other organization, company or Airline operating in the Territory of the other Contracting Party and which has been authorized to perform such services for other Airlines.
3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party. Consistent with such laws and regulations each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

Article 11

Currency Conversion and Remittance of Earnings

1. Each Designated Airline shall have the right to sell and issue its own transportation documents in the Territory of the other Contracting Party through its sales offices and, at its discretion, through its agents. Such Airlines shall have the right to sell such transportation, and any person

shall be free to purchase such transportation in any convertible currency or in local currency.

2. Each Designated Airline shall have the right to convert and remit to its country, on demand, at the official rate of exchange, the excess of receipts over expenditures achieved in connection with the carriage of Traffic. In the absence of appropriate provisions of a payments Agreement between the Contracting Parties, the above mentioned transfer shall be made in convertible currencies and in accordance with the national laws and foreign exchange regulations applicable.
3. The conversion and remittance of such revenues shall be permitted without restriction at the rate of exchange applicable to current transactions, which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.
4. The Designated Airlines of each Contracting Party shall have the right at their discretion to pay for local expenses, including purchases of fuel, in the Territory of the other Contracting Party in local currency or, provided this accords with local currency regulations, in freely convertible currencies

Article 12

Recognition of Certificates and Licenses

1. Certificates of airworthiness, certificates of competency and licenses, issued or rendered valid by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the Agreed Services on the Specified Routes provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. However, each Contracting Party reserves the right to refuse to recognize, for the purpose of flights above its own Territory, certificates of competency and licenses granted to its own nationals or rendered valid for them by the other Contracting Party or any other State.

2. If the privileges or conditions of the licenses or certificates issued by the Aeronautical Authorities of one Contracting Party to any person or Designated Airline or in respect of an aircraft used in the operation of the Agreed Services, as referred to in paragraph 1 above, should permit a difference from the minimum standards established under the Convention, which such difference has been filed with the International Civil Aviation Organization (ICAO), the other Contracting Party may request consultations between the Aeronautical Authorities with a view to clarifying the practice in question.

Failure to reach satisfactory Agreement shall constitute grounds for the application of Article 4 (Revocation or Suspension of Operating Authorization) of this Agreement.

Article 13 **Aviation Safety**

1. Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities and services, flight crew or the aircraft and the operation of the aircraft. Such consultations shall take place within 30 (thirty) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred in to paragraph 1 of this Article that are at least equal to the minimum standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and the steps considered necessary to conform with those minimum ICAO standards, and that other Contracting Party shall take appropriate corrective action within an agreed period. Failure by the other Contracting Party to take appropriate action within the agreed period shall justify as

grounds for the application of Article 4 (Revocation, Suspension or Limitations of Authorization) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 16 of the Convention, it is agreed that any aircraft operated by or on behalf of an airline of one Contracting Party on services to or from the Territory of another Contracting Party may, while within the Territory of the other Contracting Party, be the subject of an inspection by the authorized representatives of the other Contracting Party, on board and around the aircraft, provided this does not lead to unreasonable delay (in this Article referred to as "Ramp Inspection"). However, the obligations mentioned in Article 33 of the Convention, the objective of this inspection is to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment, in accordance with the established effective norms on the base of the Convention.

4. If any such Ramp Inspection or series of Ramp Inspections gives rise to:

- (a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or

- (b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a Ramp Inspection of an aircraft operated by the Designated Airline of a Contracting Party in accordance with paragraph 3 above is denied by the representative of that Airline, the other Contracting Party shall be free to

infer that serious concerns of the type referred to in paragraph 4 above arise and draw the conclusions referred in that paragraph.

6. Each Contracting Party reserves the right to immediately suspend or vary the operating authorization of the Airline of the other Contracting Party in the case the first Contracting Party concludes, whether as a result of a Ramp Inspection, the denial of an access to a Ramp Inspection or a series of Ramp Inspections, consultation or otherwise, that immediate action is essential to the safety of an Airline operation.
7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

Article 14 **Aviation Security**

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 or the Convention on the Marking of Plastic Explosives for the Purpose of Detection done at Montreal on 1 March 1991 or any other convention on aviation security binding upon both Contracting Parties.

2. The Contracting Parties shall provide, upon request, all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, of airports and air navigation facilities, and to address any other threat to the security of civil aviation.
3. The Contracting Parties, in their mutual relations, shall act in conformity with all aviation security standards and appropriate recommended practices established by ICAO and designated as annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties. They shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their Territory and the operators of airports in their Territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties. Accordingly, each Contracting Party shall advise the other Contracting Party of any difference between its national regulations and practices and the aviation security standards of the annexes referred to above. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such differences, which shall be held in accordance with paragraph 2 of Article 18 (Consultation and Amendment) of this Agreement.
4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within, the Territory of that other Contracting Party. Each Contracting Party shall secure that adequate measures are effectively applied within its Territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their

passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof, with minimum risk to life.

6. Each Contracting Party shall take such measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference, which has landed in the Territory of the respective Contracting Party is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

Article 15

Flight Schedule Submission

1. The Designated Airlines of each Contracting Party shall submit its envisaged flight schedules for approval to the Aeronautical Authorities of the other Contracting Party on each schedule period (summer and winter) at least 30 (thirty) days prior to the operation of the Agreed Services. This shall likewise apply to any modification thereof. In special cases, this time limit may be reduced subject to the consent of the said authorities.
2. If either Designated Airline of one Contracting Party wishes to operate supplementary flights or additional flight besides those covered in the approved flight schedule, it shall first seek prior permission of the Aeronautical Authorities of the other Contracting Party. Such requests shall be submitted in accordance with the national laws and regulations of the Contracting Parties.

Article 16

Exchange of Information and Statistics

The Aeronautical Authorities of either Contracting Party shall provide to the Aeronautical Authorities of the other Contracting Party at their request, as long in advance as practicable, any information, including periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the Capacity provided on the Agreed Services by the Designated

Airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of Traffic carried by that Airline on the Agreed Services and the origins and destinations of such Traffic.

Article 17

Application of National Laws and Regulations

1. The laws and the regulations of a Contracting Party relating to the entry into, sojourn in or departure from its Territory of aircraft engaged in International Air Services, or to the operation and navigation of such aircraft or flights of the aircraft over that Territory shall be complied with by the Designated Airlines of the other Contracting Party.
2. The laws and the regulations of one Contracting Party governing entry into, sojourn in or departure from its Territory of passengers, crew, baggage or cargo, including mail, such as formalities relating to entry, exit, clearance, emigration and immigration, aviation security, passports, customs, currency, postal, health and quarantine shall be complied with by or on behalf of such passengers, crew, baggage, cargo or mail carried by the aircraft of the Designated Airlines of the other Contracting Party while they are within the said Territory.
3. Each Contracting Party shall, upon request of the other Contracting Party, provide the copies of the relevant laws, regulations and procedures referred to in this Agreement.

Article 18

Consultations and Amendment

1. In a spirit of close co-operation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation, interpretation, application or amendment of this Agreement and the Annexes thereto.
2. Either Contracting Party may request consultations with a view to modify this Agreement or its Annexes, which shall begin at the earliest possible date but not later than 60 (sixty) days from the date the other Contracting Party receives the written

request, unless both Contracting Parties agree to an extension of this period. Such consultations may be conducted through discussion or by correspondence. Each Contracting Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate rational and economic decisions to be taken.

3. If either of the Contracting Parties considers it desirable to amend any provision of this Agreement, such amendment shall be approved by each Contracting Party in accordance with its legal procedures and shall enter into force when the Contracting Parties notify each other the fulfilment of such legal procedures through the diplomatic channel.
4. Amendments to the provision of Annex 1, may be made through direct Agreement between the Aeronautical Authorities of the Contracting Parties. They shall be applied provisionally from the date they have been agreed upon and enter into force when confirmed by an exchange of diplomatic notes.

Article 19 **Settlement of Disputes**

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it through negotiations between the Aeronautical Authorities of both Contracting Parties.
2. If the said Aeronautical Authorities of the Contracting Parties fail to reach a settlement through negotiation, the dispute shall be settled through the diplomatic channels.
3. If the Contracting Parties fail to reach a settlement pursuant to paragraphs 1 and 2 above, either Contracting Party may in accordance with its relevant laws and regulations refer the dispute to an arbitral tribunal of 3 (three) arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated.
Each of the Contracting Parties shall nominate an arbitrator within a period of 60 (sixty) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting

arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of 60 (sixty) days.

If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the ICAO may at the request of either Contracting Party appoint an arbitrator or arbitrators as the case requires. In such cases, the third arbitrator shall be a national of a third state and shall act as president of the arbitral tribunal.

4. The Vice President or a senior member of the ICAO Council, not being a national of either of the Contracting Parties, as the case may be, shall replace the President of ICAO in its arbitral duties, as mentioned in paragraph 3 of this Article, in case of absence or incompetence of the latter.
5. The arbitral tribunal shall determine its procedures and the place of arbitration subject to provisions agreed upon between the Contracting Parties.
6. The decisions of the arbitral tribunal shall be final and binding upon the Contracting Parties to the dispute.
7. If either Contracting Party or the Designated Airline of either Contracting Party fails to comply with the decision given under this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which have been granted by virtue of this Agreement to the Contracting Party in default.
8. Each Contracting Party shall bear the expenses of its own arbitrator. The expenses of the president, including his fees and any expenses incurred by ICAO in connection with the appointment of the president and the arbitrator of the Contracting Party in default as referred to in - this Article shall be shared equally by the Contracting Parties.
9. Pending the submission to arbitration and there after until the arbitral tribunal publishes its award, the Contracting Parties shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with the said award.

Article 20
Registration

This Agreement, its Annexes and all amendments thereto shall be registered with ICAO.

Article 21
Multilateral Agreements

In the event of conclusion of a multilateral convention or agreement concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform with the provisions of such convention or agreement.

Article 22
Termination of the Agreement

Either Contracting Party may at any time give notice to the other Contracting Party through diplomatic channels of its decision to terminate this Agreement; such notice shall simultaneously be communicated to ICAO.

In such case, the Agreement shall terminate 12 (twelve) months after the date of receipt of the notice by the other Contracting Party unless the notice to terminate is withdrawn by mutual Agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received 14 (fourteen) working days after the date on which ICAO will have received communication thereof.

Article 23

Entry into Force

This Agreement shall be approved according to the legal requirements in the State of each Contracting Party and shall enter into force at the date of receipt of the second of the two notifications by which the Contracting Parties communicated officially to each other through diplomatic channels the fulfilment of their respective internal procedures provided for at this end.

In witness thereof, the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement.

Done this on 4th of December 2023 in Riyadh, Saudi Arabia during the ICAO International Civil Aviation Negotiation Event (ICAN2023), in Arabic and English languages, all texts being equally authentic.

**For the Government of
the Sultanate of Oman**



H.E. Eng. Naif Ali Hamed Al Abri
President of the Civil Aviation Authority

**For the Government of
the Republic of Rwanda**



H.E. Eugene Segore Kayihura
Ambassador

ANNEX 1 ROUTE SCHEDULE

The Designated Airlines by the Government of the Republic of Rwanda shall be entitled to operate Air Services in both directions as follows:

From	Intermediate Points	To	Beyond Points
Points in Rwanda	Any points	Any points	Any points

The Designated Airlines by the Government of the Sultanate of Oman shall be entitled to operate Air Services in both directions as follows:

From	Intermediate Points	To	Beyond Points
Points in Oman	Any points	Any points	Any points

Notes:

1. The intermediate points and beyond points on the above routes, and the fifth freedom Traffic rights which may be exercised at such points by the Designated Airlines, shall be jointly determined between the Aeronautical Authorities of both Contracting Parties.
2. Intermediate and beyond points may be omitted by the Designated Airlines on any or all flights at their discretion provided that such services on this route shall start and terminate in the Territory of the Contracting Party designating the Airline.
3. Co-terminal rights: Designated Airlines of each Party will have the right to operate to points in the Territory of the other Party separately or in combination on the same flight number with co-terminal rights, provided no domestic Traffic is carried except for own stopover Traffic where permitted by the Party's laws and regulations.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 029/01 ryo ku wa 17/12/2025 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Sulutana ya Oman yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Riyadh, muri Arabiya Sawudite, ku wa 04 Ukuboza 2023	Seen to be annexed to Presidential Order n° 029/01 of 17/12/2025 ratifying the Air Services Agreement between the Government of the Republic of Rwanda and the Government of The Sultanate of Oman, done at Riyadh, Saudi Arabia, on 04 December 2023	Vu pour être annexé à l'Arrêté Présidentiel n° 029/01 du 17/12/2025 ratifiant l'Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Sultanat d'Oman, fait à Riyad, en Arabie Saoudite, le 04 décembre 2023
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Kigali, 17/12/2025

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

ITEKA RYA PEREZIDA N° 030/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA REPUBULIKA YA POLONYE YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YAKOREWE I WARSAW, MURI POLONYE, KU WA 13 UGUSHYINGO 2024 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemeza burundu <u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka <u>Ingingo ya 3:</u> Ingingo y’ururimi <u>Ingingo ya 4:</u> Gutangira gukurikizwa	PRESIDENTIAL ORDER N° 030/01 OF 17/12/2025 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF POLAND ON AIR SERVICES, DONE AT WARSAW, POLAND, ON 13 NOVEMBER 2024 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Ratification <u>Article 2:</u> Authorities responsible for the implementation of this Order <u>Article 3:</u> Language provision <u>Article 4:</u> Entry into force	ARRÊTÉ PRÉSIDENTIEL N° 030/01 DU 17/12/2025 RATIFIANT L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE POLOGNE RELATIF AUX SERVICES AÉRIENS, FAIT À VARSOVIE, EN POLOGNE, LE 13 NOVEMBRE 2024 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Ratification <u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté <u>Article 3:</u> Disposition linguistique <u>Article 4:</u> Entrée en vigueur
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ITEKA RYA PEREZIDA N° 030/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA REPUBULIKA YA POLONYE YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YAKOREWE I WARSAW, MURI POLONYE, KU WA 13 UGUSHYINGO 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; Dushingiye ku Itegeko Nshinga rya Repubulika y’u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n’iya 168; Dushingiye ku Itegeko n° 039/2025 ryo ku wa 16/12/2025 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y’u Rwanda na Guverinoma ya Repubulika ya Polonye yerekeranye no gutwara abantu n’ibintu mu kirere, yashyiriweho umukono i Warsaw, muri Polonye, ku wa 13 Ugushyingo 2024; Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y’u Rwanda na	PRESIDENTIAL ORDER N° 030/01 OF 17/12/2025 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF POLAND ON AIR SERVICES, DONE AT WARSAW, POLAND, ON 13 NOVEMBER 2024 We, KAGAME Paul, President of the Republic; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168; Pursuant to Law n° 039/2025 of 16/12/2025 approving the ratification of the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Poland on air services, signed at Warsaw, Poland, on 13 November 2024; Considering the Agreement between the Government of the Republic of Rwanda and	ARRÊTÉ PRÉSIDENTIEL N° 030/01 DU 17/12/2025 RATIFIANT L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE POLOGNE RELATIF AUX SERVICES AÉRIENS, FAIT À VARSOVIE, EN POLOGNE, LE 13 NOVEMBRE 2024 Nous, KAGAME Paul, Président de la République; Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168; Vu la Loi n° 039/2025 du 16/12/2025 approuvant la ratification de l’Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Pologne relatif aux services aériens, signé à Varsovie, en Pologne, le 13 novembre 2024; Considérant l’Accord entre le Gouvernement de la République du
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Guverinoma ya Repubulika ya Polonye yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Warsaw, muri Polonye, ku wa 13 Ugushyingo 2024; Bisabwe na Minisitiri w'Ibikorwa Remezo; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE: <u>Ingingo ya mbere:</u> Kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Polonye yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Warsaw, muri Polonye, ku wa 13 Ugushyingo 2024, ari ku mugereka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. <u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.	the Government of the Republic of Poland on air services, done at Warsaw, Poland, on 13 November 2024; On proposal by the Minister of Infrastructure; After consideration and approval by the Cabinet; DO ORDER: <u>Article One:</u> Ratification The Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Poland on air services, done at Warsaw, Poland, on 13 November 2024, in Annex, is ratified and becomes fully effective. <u>Article 2:</u> Authorities responsible for the implementation of this Order The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the	Rwanda et le Gouvernement de la République de Pologne relatif aux services aériens, fait à Varsovie, en Pologne, le 13 novembre 2024; Sur proposition du Ministre des Infrastructures; Après examen et adoption par le Conseil des Ministres; ARRÊTONS: <u>Article premier:</u> Ratification L'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Pologne relatif aux services aériens, fait à Varsovie, en Pologne, le 13 novembre 2024, en annexe, est ratifié et sort son plein et entier effet. <u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont
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<u>Ingingo ya 3: Ingingo y’ururimi</u> Iri teka ryateguwe mu rurimi rw’Icyongereza. <u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.	implementation of this Order. <u>Article 3: Language provision</u> This Order was drafted in English. <u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	chargés de l’exécution du présent arrêté. <u>Article 3: Disposition linguistique</u> Le présent arrêté a été rédigé en anglais. <u>Article 4: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 17/12/2025

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w’Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w’Ubutabera akaba n’Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 030/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA POLONYE YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I WARSAW, MURI POLONYE, KU WA 13 UGUSHYINGO 2024	ANNEX TO PRESIDENTIAL ORDER N° 030/01 OF 17/12/2025 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF POLAND ON AIR SERVICES, DONE AT WARSAW, POLAND, ON 13 NOVEMBER 2024	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 030/01 DU 17/12/2025 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE POLOGNE RELATIF AUX SERVICES AÉRIENS, FAIT À VARSOVIE, EN POLOGNE, LE 13 NOVEMBRE 2024
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AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA POLONYE YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I WARSAW, MURI POLONYE, KU WA 13 UGUSHYINGO 2024	AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF POLAND ON AIR SERVICES, DONE AT WARSAW, POLAND, ON 13 NOVEMBER 2024	ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE POLOGNE RELATIF AUX SERVICES AÉRIENS, FAIT À VARSOVIE, EN POLOGNE, LE 13 NOVEMBRE 2024
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A G R E E M E N T
B E T W E E N
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
A N D
THE GOVERNMENT OF THE REPUBLIC OF POLAND
O N A I R S E R V I C E S

The Government of the Republic of Rwanda and the Government of the Republic of Poland, hereinafter referred to as "the Contracting Parties";

Being parties to the Convention on International Civil Aviation, signed in Chicago on 7 December 1944;

Acknowledging the importance of air transport as a means of creating and preserving friendship, understanding and cooperation between the peoples of the two countries;

Desiring to develop cooperation in the field of air transport and to contribute to the progress of international civil aviation;

Desiring to conclude an agreement for the purpose of establishing air services between and beyond their respective territories;

Have agreed as follows:



Article 1

DEFINITIONS

For the purposes of this Agreement, unless the context otherwise requires:

- a) the term "Convention" means the Convention on International Civil Aviation, signed in Chicago on 7 December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;
- b) the term "aeronautical authorities" means in the case of the Republic of Rwanda, the Minister responsible for civil aviation and, in the case of the Republic of Poland, the President of the Civil Aviation Authority, or in both cases, any other authority or person legally empowered to perform the functions exercised by the said authorities;
- c) the term "Agreement" means this Agreement, the Annex thereto and any amendments to the Agreement or to the Annex;
- d) the term "designated airline" means an airline which has been designated and authorised in accordance with Article 3 (Designation and Operating Authorisation) of this Agreement;
- e) the terms "agreed service" and "specified route" mean international air service established pursuant to Article 2 (Grant of Rights) of this Agreement and the route specified in the Annex to this Agreement, respectively;
- f) the term "tariff" means the price to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services performed by the airline in connection with air transportation, but excluding remuneration and conditions for the carriage of mail;
- g) the term "territory of the Contracting Party" means the territory of the State of either Contracting Party and has the meaning assigned to it in Article 2 of the Convention;
- h) the term "stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo and/or mail in air transportation;
- i) the term "EU Member State" means State that is a contracting party to the EU Treaties;
- j) the term "EU Treaties" means the Treaty on European Union and the Treaty on the Functioning of the European Union;



- k) the term "Air Operator's Certificate" means a document issued to an airline which affirms that the airline in question has the professional ability and organization to secure the safe operation of aircraft for the aviation activities specified in the certificate;
- l) the term "user charge" means a charge made to airlines by the competent authority or permitted by that authority to be made for the provision of airport property or its facilities or of air navigation facilities including facilities for overflights, or related services and facilities for aircraft, their crews, passengers and cargo.

Article 2

GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the following rights for establishing and operating international air services by the airlines designated by that other Contracting Party:

- a) the right to fly across its territory without landing;
- b) the right to make stops in its territory for non-traffic purposes;
- c) the right to make stops in its territory at the points specified in the Annex to this Agreement for the purpose of taking on board and discharging passengers, baggage and cargo, including mail separately or in combination; and
- d) the rights otherwise specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex to this Agreement.

2. The airlines of each Contracting Party, other than those designated under Article 3 (Designation and Operating Authorisation) of this Agreement, shall also enjoy the rights specified in paragraph 1 a) and b) of this Article.

3. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers, baggage and cargo, including mail, carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3

DESIGNATION AND OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to designate the airlines for the purpose of operating the agreed services on the routes specified in the Annex

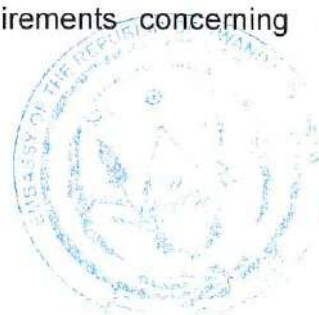
to this Agreement and to withdraw or alter such designations. Such designations shall be notified in writing by the aeronautical authority of one Contracting Party to the aeronautical authority of the other Contracting Party.

2. On receipt of such a designation and of applications from the designated airline in the form and manner prescribed for operating authorisation and technical permissions, the other Contracting Party shall grant the appropriate authorisations and permissions with minimum procedural delay, provided that:

- a) in the case of an airline designated by the Republic of Rwanda:
 - i. the airline has a valid Operating Licence and Air Operator's Certificate issued by the Republic of Rwanda and the Republic of Rwanda has and maintains effective regulatory control of the airline; and
 - ii. the airline has its principal place of business in the territory of the Republic of Rwanda;
- b) in the case of an airline designated by the Republic of Poland:
 - i. the airline is established in the territory of the Republic of Poland under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and
 - ii. effective regulatory control of the airline is exercised and maintained by the EU Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and
 - iii. the airline is owned, directly or through majority ownership, and it is effectively controlled by EU Member States and/or nationals of EU Member States, and/or by the European Free Trade Association States and/or nationals of such States;
- c) the Contracting Party designating the airline exercises and maintains standards set forth in Article 15 (Aviation Security) and Article 16 (Safety) of this Agreement; and
- d) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications.

3. When an airline has been so designated and authorised it may begin to operate the agreed services, provided that the airline complies with the provisions of this Agreement as well as national requirements concerning operating authorisation if applicable.

Article 4



REFUSAL, REVOCATION, SUSPENSION AND LIMITATION OF OPERATING AUTHORISATION

1. Either Contracting Party may refuse, revoke, suspend or limit the operating authorisation or technical permissions of an airline designated by the other Contracting Party where:

a) in the case of an airline designated by the Republic of Rwanda:

- i. the airline does not have a valid Operating Licence or Air Operator's Certificate issued by the Republic of Rwanda or the Republic of Rwanda does not exercise or does not maintain effective regulatory control of the airline; or
- ii. the airline does not have its principal place of business in the territory of the Republic of Rwanda;

b) in the case of an airline designated by the Republic of Poland:

- i. the airline is not established in the territory of the Republic of Poland under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or
 - ii. effective regulatory control of the airline is not exercised or not maintained by the EU Member State responsible for issuing its Air Operator's Certificate, or the relevant aeronautical authority is not clearly identified in the designation; or
 - iii. the airline is not owned, directly or through majority ownership, or it is not effectively controlled by EU Member States and/or nationals of EU Member States, and/or by the European Free Trade Association States and/or nationals of such States;
- c) the Contracting Party designating the airline does not exercise or does not maintain standards set forth in Article 15 (Aviation Security) and Article 16 (Safety) of this Agreement; or
- d) the designated airline fails to meet conditions prescribed under the laws and regulations normally applied to the operation of international air services.

2. Unless immediate action is essential to prevent further non-compliance, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party in conformity with Article 18 (Consultations) of this Agreement.

Article 5



APPLICATION OF LAWS

1. While entering, within, or leaving the territory of one Contracting Party, the laws and regulations of the State of that Contracting Party relating to the operation and navigation of aircraft shall be complied with by the other Contracting Party's designated airlines.

2. While entering, within, or leaving the territory of one Contracting Party, the laws and regulations relating to the admission to or departure from its territory of passengers, crews, cargo, mail on board aircraft (including regulations relating to entry, clearance, aviation security and safety, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers and crews or in relation to such cargo of the other Contracting Party's airlines.

3. The laws and regulations of the State of a Contracting Party mentioned in paragraph 2 of this Article shall be the same as are applicable to the aircraft of its own airlines engaged in similar international air services.

Article 6

DIRECT TRANSIT

Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, unless security measures against violence, border integrity, air piracy and smuggling of narcotic drugs and immigration control measures required differently, be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties, taxes and similar charges.

Article 7

GROUND HANDLING

Subject to the laws and regulations of the State of each Contracting Party including, in the case of the Republic of Poland, European Union law, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling (in this Article called "self-handling") or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

Article 8



CUSTOMS DUTIES, TAXES AND SIMILAR CHARGES

1. Aircraft operated in international air services by the designated airlines of either Contracting Party, as well as their regular equipment, spare parts (including engines), supplies of fuel and lubricants (including hydraulic fluids) and aircraft stores (including food, beverages, liquors, tobacco and other products for sale to or use by passengers in limited quantities during flight) on board such aircraft shall be exempt from customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party to the extent possible under applicable legislation provided that these aircraft are re-exported and such equipment, spare parts, supplies and stores remain on board those aircraft up to such time as they are re-exported.

2. There shall also be exempt from the same duties and taxes to the extent possible under applicable legislation of the State of each Contracting Party, with the exception of charges corresponding to the performed service:

- a) aircraft stores taken on board in the territory of either Contracting Party within limits fixed by the competent authorities of the said Contracting Party and destined for use on board outbound aircraft operated on an international service by the designated airlines of the other Contracting Party;
- b) spare parts (including engines) and regular equipment entered into the territory of one Contracting Party and destined for the exploitation or repair of aircraft engaged in an international service by the designated airlines of the other Contracting Party;
- c) fuel and lubricants (including hydraulic fluids) to supply aircraft engaged in an international service by the designated airlines of the other Contracting Party even when these supplies are to be used on the part of the flight performed over the territory of the Contracting Party in which they are taken on board;
- d) advertising materials, having no commercial value used by the designated airlines of each Contracting Party in the territory of the other Contracting Party.

3. If national laws and regulations of the State of either Contracting Party so require, materials referred to in paragraphs 1 and 2 of this Article shall be kept under customs supervision of the said Contracting Party.

4. The regular airborne equipment as well as materials and supplies retained on board of the aircraft operated by the designated airlines of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of with the consent of the same authorities.

5. The exemptions provided by this Article shall also be available where the designated airlines of one Contracting Party have contracted with another airline or airlines, for the loan or transfer in the territory of that other Contracting Party of the regular equipment and other items specified in paragraphs 1 and 2 of this Article, provided that other airline or airlines enjoy similar exemptions from that other Contracting Party.

Article 9

PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to compete in operating the agreed services on the specified routes.

2. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transport it offers, according to commercial and market-based considerations. Neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the airlines designated by the other Contracting Party, except as may be required according to the terms of this Agreement or by such uniform conditions as may be contemplated by the Convention.

3. Neither Contracting Party shall allow its designated airline or airlines, either in conjunction with any other airline or airlines or separately, to abuse market power in a way which has or is likely or intended to have the effect of severely weakening a competitor or excluding it from a route.

Article 10

TIMETABLES

1. The designated airlines of each Contracting Party shall submit to the aeronautical authorities of the other Contracting Party for approval thirty (30) days in advance, the timetable of its intended services, specifying the points to be served, frequency, times of operations, type of aircraft, number of seats or capacity to be made available to the public. In special cases this time limit may be reduced subject to the approval of the said aeronautical authorities.

2. Any subsequent changes to the approved timetable of a designated airline shall be submitted for approval to the aeronautical authorities of the other Contracting Party.

Article 11

TARIFFS



1. Each Contracting Party shall allow tariffs for air services to be established freely by each designated airline on the basis of fair competition.

2. The Contracting Parties may require, for information purposes only, notification of tariffs to its aeronautical authorities.

Article 12

COMMERCIAL ACTIVITY

1. The designated airlines of each Contracting Party shall have the right to establish their branches, offices and/or representations in the territory of the other Contracting Party, in accordance with the laws and regulations of the State of that other Contracting Party.

2. The designated airlines of each Contracting Party shall have the right in accordance with the laws and regulations of the State of that other Contracting Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party their managerial, technical, operational and other specialist staff required for the provision and promotion of air services.

3. In accordance with the laws and regulations of the State of the other Contracting Party, the designated airlines of each Contracting Party shall have the right to engage in the sale of air transportation documents in the territory of the other Contracting Party directly and, at its discretion, through its agents or internet. Each designated airline shall have the right to sell its air transportation documents in the currency of the other Contracting Party or in freely convertible currencies in accordance with the foreign exchange regulations in force.

Article 13

TRANSFER OF EARNINGS

Each Contracting Party grants to the designated airlines of the other Contracting Party the right of conversion and transfer of excess of receipts over expenditure, earned in its territory in connection with the carriage of passengers, baggage, cargo, including mail, on the agreed services. The conversion and transfer shall be made promptly at the market rate of exchange applicable to current transactions and in accordance with the foreign exchange regulations being in force, and shall not be subject to any charges except those normally made by banks or other financial institutions for carrying out such conversion and transfer.

Article 14

USER CHARGES



1. Neither Contracting Party shall impose or permit to be imposed on a designated airline of the other Contracting Party less favorable charges than those imposed on its own airlines conducting similar international air transportation using similar aircraft and associated facilities and services.

2. Each Contracting Party shall encourage consultations between its responsible charging bodies and the designated airlines using the facilities and services, and shall encourage the competent charging authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles enunciated in this Article. Each Contracting Party shall encourage the competent charging bodies to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

Article 15

AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, done at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed in Montreal on 23 September 1971, done at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed in Montreal on 1 March 1991 and any other multilateral agreement relating to the security of civil aviation to which both Contracting Parties have acceded.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and any other threat to the security of civil aviation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties. They shall



require that operators of aircraft of their registry or operators of aircraft which have their principal place of business or permanent residence in the territory of the Contracting Parties or, in the case of the Republic of Poland, operators of aircraft which are established in its territory under the EU Treaties and have valid Operating Licences in accordance with European Union law, and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for entry into, departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in that State including, in the case of the Republic of Poland, European Union law. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft, inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding and loading.

5. Each Contracting Party shall give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

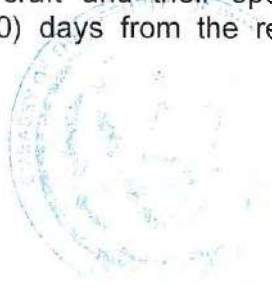
6. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occur, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

7. When a Contracting Party has reasonable grounds to believe that the other Contracting Party does not conform to the provisions of aviation security in this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of receipt of such request shall constitute grounds for suspending, revoking, limiting or imposing conditions on the operating authorisation and technical permissions of an airline or airlines designated by that Contracting Party. When required by an emergency, a Contracting Party may take interim actions before the expiration of fifteen (15) days. Any action taken in accordance with this paragraph shall cease at the time of compliance by the other Contracting Party with the security provisions of this Article.

Article 16

SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards adopted by the other Contracting Party in any area relating to aeronautical facilities, aircrew, aircraft and their operation. Such consultations shall take place within thirty (30) days from the receipt of that request.



2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 4 (Refusal, Revocation, Suspension and Limitation of Operating Authorisation) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections give rise to:

- a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
- b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificates or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by or on behalf of a designated airline of one Contracting Party in accordance with paragraph 3 of this Article is denied by the representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 of this Article arise and draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for

ramp inspection, consultations or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action taken by one Contracting Party in accordance with paragraph 2 or 6 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

8. Where the Republic of Poland has designated an airline whose regulatory control is exercised and maintained by another EU Member State, the rights of the Republic of Rwanda under the safety provisions shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other EU Member State and in respect of the operating authorisation of that airline.

9. Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of the State of one Contracting Party including, in the case of the Republic of Poland, European Union law, and unexpired shall be recognized as valid by the other Contracting Party for the purposes of operating the agreed services, provided that such certificates and licences were issued or validated, equal to or above the minimum standards established under the Convention.

10. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

Article 17

STATISTICS

The aeronautical authorities of each Contracting Party shall provide to the aeronautical authorities of the other Contracting Party, upon request, with periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including statistics showing the origins and destinations of the traffic.

Article 18

CONSULTATIONS

1. Either Contracting Party may, at any time, request consultations on the implementation, interpretation, application or amendment of this Agreement.

2. Such consultations, which may be held between the aeronautical authorities of the Contracting Parties, shall begin within a period of sixty (60) days from the date of receipt of such a request by the other Contracting Party, unless otherwise agreed upon by the Contracting Parties.



Article 19**SETTLEMENT OF DISPUTES**

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by consultations between the aeronautical authorities of the Contracting Parties.

2. If the Contracting Parties do not reach an agreement through consultations between the aeronautical authorities, they may agree to refer the dispute for decision to a mutually agreed person or body, or either Contracting Party may submit the dispute for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two arbitrators so nominated, provided that such third arbitrator shall not be a national of the State of either Contracting Party. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a period of sixty (60) days from the appointment of the second arbitrator. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. If the President is a national of the State of one of the Contracting Party, the most senior vice-president who is not disqualified on that ground, shall make the appointment.

3. The arbitral tribunal shall determine its own procedures. The decision of the arbitral tribunal shall be binding on the Contracting Parties.

4. Each Contracting Party shall pay the expenses of the arbitrator it has nominated. The remaining expenses of the arbitral tribunal, including the expenses of the president of the tribunal, shall be shared equally by the Contracting Parties.

5. Each Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to the designated airline in default.

Article 20**REGISTRATION**

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

Article 21

AMENDMENTS

1. Either of the Contracting Parties may at any time propose to the other Contracting Party any amendment which it considers desirable to this Agreement. Consultations on the amendments of the Agreement, which may be conducted through discussion or by correspondence between the aeronautical authorities of the Contracting Parties, shall begin within a period of sixty (60) days from the date of the receipt of the request, unless otherwise agreed by the Contracting Parties.

2. If one Contracting Party considers it desirable to amend the Annex to this Agreement, the aeronautical authorities of both Contracting Parties may agree upon such amendment.

3. Any amendment to this Agreement or its Annex introduced in accordance with paragraph 1 or 2 of this Article shall come into force in accordance with the procedure specified in paragraph 2 of Article 23 (Entry into force) of this Agreement.

Article 22

MULTILATERAL AGREEMENTS

If a multilateral agreement concerning air transport comes into force in respect of both Contracting Parties, this Agreement shall be amended so as to conform with the provisions of such agreement.

Article 23

ENTRY INTO FORCE

1. This Agreement is concluded for an indeterminate period.

2. This Agreement shall be accepted pursuant to the national legislation of the State of each Contracting Party which shall be confirmed by exchange of diplomatic notes. This Agreement shall come into force on the date of the receipt of the latter of diplomatic notes confirming that the Contracting Parties have completed procedures required for the entry into force of this Agreement.

Article 24

TERMINATION

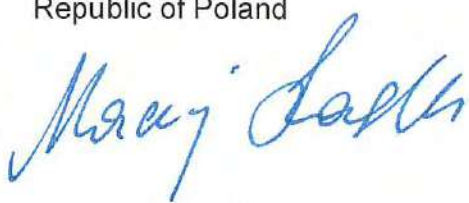


1. Either Contracting Party may, at any time, give notice through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization.

2. This Agreement shall terminate twelve (12) months from the date on which the notice was received by the other Contracting Party unless the notice to terminate is withdrawn by agreement of the Contracting Parties before the expiry of this period. In the absence of acknowledgement of receipt of the notice by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date of receipt of the notice by the International Civil Aviation Organization.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

DONE at Warsaw, this 13th day of November 2024, in two copies, each in the English and Polish languages, both texts being equally authentic.

For the Government of the Republic of Rwanda  Anastase SHYAKA Ambassador Extraordinary and Plenipotentiary to the Republic of Poland	For the Government of the Republic of Poland  Maciej LASEK Secretary of State at the Ministry of Infrastructure Plenipotentiary of the Government of the Republic of Poland for Central Communication Port
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A N N E X**Section I****Route Schedule**

Routes to be operated by the designated airlines of the Republic of Rwanda:

Points in the territory of the Republic of Rwanda	Intermediate points	Points in the territory of the Republic of Poland	Points beyond
Any points	Any points	Any points	Any points

Routes to be operated by the designated airlines of the Republic of Poland:

Points in the territory of the Republic of Poland	Intermediate points	Points in the territory of the Republic of Rwanda	Points beyond
Any points	Any points	Any points	Any points

Notes:

1. The designated airlines of each Contracting Party may on any or all flights omit stops at any intermediate point and point beyond on a specified route provided that air services begin or end in the territory of the Contracting Party which has designated the airline.
2. The intermediate and beyond points on the above routes to be operated with fifth freedom traffic rights by the designated airlines, shall be subject to approval by the aeronautical authorities of either Contracting Party.

Section II**Cooperative marketing arrangements**

1. In operating or holding out air services on the specified routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements, such as blocked-space and code-sharing arrangements, with:

- a) an airline or airlines of the same Contracting Party;
- b) an airline or airlines of the other Contracting Party; and
- c) an airline or airlines of a third state



provided that all airlines in such arrangements:

- i. hold the appropriate authority;
- ii. meet the requirements normally applied to such arrangements; and
- iii. in respect of tickets sold, the airline makes it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

2. The designated airlines of the Contracting Parties, when code-sharing in the above arrangements, shall be allowed to hold out as marketing carrier any number of services.

Section III

Lease of aircraft

The designated airlines of each Contracting Party may, in operating or holding out international air transportation pursuant to this Agreement, use aircraft (or aircraft and crew) leased from any company, including other airlines, provided all participants in such arrangements hold the appropriate authority and meet the requirements applied to such arrangements. Neither Contracting Party shall require an airline of either party providing the aircraft to hold traffic rights under this Agreement for the routes on which the aircraft will be operated.

Section IV

Intermodal Transportation

The designated airlines and indirect providers of cargo transportation of the Contracting Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for cargo to or from any points within or outside the territories of the Contracting Parties, including transport to and from all airports with customs facilities, and including, where applicable the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. The designated airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo transportation. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are informed as to the facts concerning such transportation.



Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 030/01 ryo ku wa 17/12/2025 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Polonye yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Warsaw, muri Polonye, ku wa 13 Ugushyingo 2024	Seen to be annexed to Presidential Order n° 030/01 of 17/12/2025 ratifying the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Poland on air services, done at Warsaw, Poland, on 13 November 2024	Vu pour être annexé à l'Arrêté Présidentiel n° 030/01 du 17/12/2025 ratifiant l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Pologne relatif aux services aériens, fait à Varsovie, en Pologne, le 13 novembre 2024
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Kigali, 17/12/2025

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

ITEKA RYA PEREZIDA N° 031/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA SURINAME NA GUVERINOMA YA REPUBULIKA Y’U RWANDA YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YAKOREWE I KUALA LUMPUR, MURI MALEZIYA, KU WA 22 UKWAKIRA 2024 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemeza burundu <u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka <u>Ingingo ya 3:</u> Ingingo y’ururimi <u>Ingingo ya 4:</u> Gutangira gukurikizwa	PRESIDENTIAL ORDER N° 031/01 OF 17/12/2025 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SURINAME AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA FOR AIR SERVICES, DONE AT KUALA LUMPUR, MALAYSIA, ON 22 OCTOBER 2024 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Ratification <u>Article 2:</u> Authorities responsible for the implementation of this Order <u>Article 3:</u> Language provision <u>Article 4:</u> Entry into force	ARRÊTÉ PRÉSIDENTIEL N° 031/01 DU 17/12/2025 RATIFIANT L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU SURINAME ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA RELATIF AUX SERVICES AÉRIENS, FAIT À KUALA LUMPUR, EN MALAISIE, LE 22 OCTOBRE 2024 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Ratification <u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté <u>Article 3</u> Disposition linguistique <u>Article 4:</u> Entrée en vigueur
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ITEKA RYA PEREZIDA N° 031/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA SURINAME NA GUVERINOMA YA REPUBULIKA Y’U RWANDA YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YAKOREWE I KUALA LUMPUR, MURI MALEZIYA, KU WA 22 UKWAKIRA 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; Dushingiye ku Itegeko Nshinga rya Repubulika y’u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n’iya 168; Dushingiye ku Itegeko n° 040/2025 ryo ku wa 16/12/2025 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika ya Suriname na Guverinoma ya Repubulika y’u Rwanda yerekeranye no gutwara abantu n’ibintu mu kirere, yashyiriweho umukono i Kuala Lumpur, muri Maleziya, ku wa 22 Ukwakira 2024; Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika ya Suriname na	PRESIDENTIAL ORDER N° 031/01 OF 17/12/2025 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SURINAME AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA FOR AIR SERVICES, DONE AT KUALA LUMPUR, MALAYSIA, ON 22 OCTOBER 2024 We, KAGAME Paul, President of the Republic; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168; Pursuant to Law n° 040/2025 of 16/12/2025 approving the ratification of the Agreement between the Government of the Republic of Suriname and the Government of the Republic of Rwanda for air services, signed at Kuala Lumpur, Malaysia, on 22 October 2024; Considering the Agreement between the Government of the Republic of Suriname	ARRÊTÉ PRÉSIDENTIEL N° 031/01 DU 17/12/2025 RATIFIANT L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU SURINAME ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA RELATIF AUX SERVICES AÉRIENS, FAIT À KUALA LUMPUR, EN MALAISIE, LE 22 OCTOBRE 2024 Nous, KAGAME Paul, Président de la République; Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168 ; Vu la Loi n° 040/2025 du 16/12/2025 approuvant la ratification de l’Accord entre le Gouvernement de la République du Suriname et le Gouvernement de la République du Rwanda relatif aux services aériens, signé à Kuala Lumpur, en Malaisie, le 22 octobre 2024 ; Considérant l’Accord entre le Gouvernement de la République du
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Guverinoma ya Repubulika y'u Rwanda yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Kuala Lumpur, muri Maleziya, ku wa 22 Ukwakira 2024; Bisabwe na Minisitiri w'Ibikorwa Remezo; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE: <u>Ingingo ya mbere:</u> Kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika ya Suriname na Guverinoma ya Repubulika y'u Rwanda yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Kuala Lumpur, muri Maleziya, ku wa 22 Ukwakira 2024, ari ku mugereka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. <u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.	and the Government of the Republic of Rwanda for air services, done at Kuala Lumpur, Malaysia, on 22 October 2024; On proposal by the Minister of Infrastructure; After consideration and approval by the Cabinet; DO ORDER: <u>Article One:</u> Ratification The Agreement between the Government of the Republic of Suriname and the Government of the Republic of Rwanda for air services, done at Kuala Lumpur, Malaysia, on 22 October 2024, in Annex, is ratified and becomes fully effective. <u>Article 2:</u> Authorities responsible for the implementation of this Order The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic	Suriname et le Gouvernement de la République du Rwanda relatif aux services aériens, fait à Kuala Lumpur, en Malaisie, le 22 octobre 2024; Sur proposition du Ministre des Infrastructures; Après examen et adoption par le Conseil des Ministres; ARRÊTONS: <u>Article premier</u> Ratification L'Accord entre le Gouvernement de la République du Suriname et le Gouvernement de la République du Rwanda relatif aux services aériens, fait à Kuala Lumpur, en Malaisie, le 22 octobre 2024, en annexe, est ratifié et sort son plein et entier effet. <u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et
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<u>Ingingo ya 3: Ingingo y'ururimi</u> Iri teka ryateguwe mu rurimi rw'Icyongereza. <u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	Planning are entrusted with the implementation of this Order. <u>Article 3: Language provision</u> This Order was drafted in English. <u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	de la Planification Économique sont chargés de l'exécution du présent arrêté. <u>Article 3: Disposition linguistique</u> Le présent arrêté a été rédigé en anglais. <u>Article 4: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 17/12/2025

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

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Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 031/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA SURINAME NA GUVERINOMA YA REPUBULIKA Y'U RWANDA YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KUALA LUMPUR, MURI MALEZIYA, KU WA 22 UKWAKIRA 2024	ANNEX TO PRESIDENTIAL ORDER N° 031/01 OF 17/12/2025 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SURINAME AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA FOR AIR SERVICES, DONE AT KUALA LUMPUR, MALAYSIA, ON 22 OCTOBER 2024	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 031/01 DU 17/12/2025 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU SURINAME ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA RELATIF AUX SERVICES AÉRIENS, FAIT À KUALA LUMPUR, EN MALAISIE, LE 22 OCTOBRE 2024
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AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SURINAME
AND
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
FOR AIR SERVICES BETWEEN AND BEYOND
THEIR RESPECTIVE TERRITORIES

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PREAMBLE

The Government of the Republic of Suriname and the Government of The Republic of Rwanda (hereinafter referred to as the "Contracting Parties");

Desiring to conclude an Agreement in conformity with the provisions of the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, for the purpose of establishing and operating Air Services between and beyond their respective territories;

Acknowledging the importance of air transportation as a means of creating and fostering friendship, understanding and co-operation between the people of the two countries;

Desiring to facilitate the expansion of international air transport opportunities.

HAVE AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

1. For the purpose of this Agreement, unless the context otherwise requires, the term:
 - a) "Aeronautical Authority" means in the case of the Government of the Republic of Suriname the Ministry of Transport, Communication and Tourism, or as relevant, and in the case of the Government of the Republic of Rwanda, the Ministry responsible for Civil Aviation or, as relevant, or in either case any person or body authorized to perform any function to which this Agreement relates;
 - b) "Agreed Services" means scheduled International Air Services between and beyond the respective territories of the Republic of Suriname and for the transport of passengers, baggage and Cargo, separately or in any combination;
 - c) "Agreement" means this Agreement, its Annexes drawn up in application thereof, and any amendment to the Agreement or to the Annexes;
 - d) "Air Service", "Airline", "International Air Service" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
 - e) "Annex" shall include the route schedule annexed to the Agreement and any clauses or notes appearing in such Annex and any modification made thereto in accordance with the provisions of Article 20 of this Agreement;
 - f) "Cargo" includes mail;
 - g) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes: (i) any amendment thereto which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties; and (ii) any annex or amendment adopted thereto under Article 90 of that Convention, insofar as such annex or amendment is at any given time effective for both Contracting Parties;
 - h) "Designated Airlines" means an airline or airlines that have been designated and authorized in accordance with Article 3 of this Agreement;
 - i) "Tariffs" means the prices to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, but excluding remuneration and conditions for carriage of mail;
 - j) "Territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
 - k) "User Charges" means charges made to airlines by the competent authorities or permitted by them to be made for the provision of airport facilities, property and/or of air navigation facilities, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;
2. The Annex to this Agreement is considered an integral part thereof.
3. In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to International Air Services.

ARTICLE 2 - GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its Designated Airlines to establish and operate Agreed Services.
2. The Designated Airlines of each Contracting Party shall enjoy the following rights:
 - a) to fly across the Territory of the other Contracting Party without landing;
 - b) to make stops in the Territory of the other Contracting Party for non-traffic purposes, and
 - c) to make stops in the Territory of the other Contracting Party, for the purpose of taking on and/or discharging international traffic in passengers, baggage and Cargo, separately or in any combination, while operating the Agreed Services.
3. Additionally, the airline(s) of each Contracting Party, other than those designated under Article 3, shall also enjoy the rights specified in paragraph 2(a) and 2(b) of this Article.
4. Nothing in this Article shall be deemed to confer on any Designated Airlines of either Contracting Party the privilege of taking on, in the Territory of the other Contracting Party, passengers, baggage and Cargo carried for remuneration or hire and destined for another point within the Territory of that other Contracting Party.
5. If because of armed conflict, political disturbances or developments or special and unusual circumstances a Designated Airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.
6. The Designated Airlines shall have the right to use all airways, airports and other facilities provided by the Contracting Parties on a non-discriminatory basis.

ARTICLE 3 - DESIGNATION AND AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the Agreed Services and to withdraw or alter the designation of any such airline or to substitute another airline for one previously designated. Such designation may specify the scope of the authorization granted to each airline in relation to the operation of the Agreed Services. Designations and any changes thereto shall be made in writing by the Aeronautical Authority of the Contracting Party having designated the airline to the Aeronautical Authority of the other Contracting Party.
2. On receipt of a notice of designation, substitution or alteration thereto, and on application from the Designated Airline in the form and manner prescribed, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant

to the airline(s) designated the appropriate operating authorizations.

3. The Aeronautical Authority of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of International Air Services by such authority in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a Designated Airline of the rights specified in paragraph 2 (c) of Article 2 of this Agreement, in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals.
5. When an airline has been so designated and authorized, it may begin at any time to operate the Agreed Services in whole or in part, provided that a timetable is established in accordance with Article 15 of this Agreement in respect of such services.

ARTICLE 4 – REVOCATION AND LIMITATION OF OPERATING AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall, with respect to an airline designated by the other Contracting Party, have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement, or to impose conditions, temporarily or permanently, as it may deem necessary on the exercise of those rights:
 - a) in the case of failure by that airline to comply with the laws and regulations normally and reasonably applied by the Aeronautical Authority of the Contracting Party granting those rights in conformity with the Convention; or
 - b) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement; or
 - c) in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that the effective control of that airline is vested in the Contracting Party designating the airline or its nationals; or
 - d) in accordance with paragraph (6) of Article 10 of this Agreement;
 - e) in the case of failure by the other Contracting Party to take appropriate action to improve safety in accordance with paragraph (2) of Article 10 of this Agreement; or
 - f) in any case where the other Contracting Party fails to comply with any decision or stipulation arising from the application of Article 19 of this Agreement;
2. Unless immediate revocation, suspension, or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or

regulations, such right shall be exercised only after consultation with the Aeronautical Authority of the other Contracting Party, as provided for in Article 18.

3. In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 19 shall not be prejudiced.

ARTICLE 5 – PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. Each Contracting Party shall reciprocally allow the Designated Airlines of both Contracting Parties to compete freely in providing the international air service governed by this Agreement.
2. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and anti-competitive or predatory practices in the exercise of the rights and entitlements set out in this Agreement.
3. There shall be no restriction on the capacity and the number of frequencies and/or type(s) of aircraft to be operated by the Designated Airlines of both Contracting Parties in any type of service (passenger, cargo, separately or in combination). Each Designated Airline is permitted to determine the frequency, capacity it offers on the Agreed Services.
4. Neither Contracting Party shall unilaterally limit the volume of traffic, frequencies, regularity of service or the aircraft type(s) operated by the Designated Airlines of the other Contracting Party, except as may be required for customs, technical, operational or environmental requirements under uniform conditions consistent with Article 15 of the Convention.
5. Neither Contracting Party shall impose on the Designated Airlines of the other Contracting Party, a first refusal requirement, uplift ratio, no objection fee or any other requirement with respect to capacity, frequencies or traffic which would be inconsistent with the purposes of this Agreement.

ARTICLE 6 - CUSTOMS DUTIES AND OTHER CHARGES

1. Each Contracting Party exempts the Designated Airlines of the other Contracting Party from import restrictions, custom duties, direct or indirect taxes, inspection fees and all other national and/or local duties and charges on aircraft as well as their regular equipment, fuel, lubricants, maintenance equipment, aircraft tools, consumable technical supplies, spare parts including engines, aircraft stores including but not limited to such items as food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight and other items intended for or used solely in connection with the operation or servicing of aircraft used by such Designated Airline operating the Agreed Services, as well as printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the Designated Airline for reservations and ticketing, any printed material which bears the

insignia of the Designated Airline printed thereon and usual publicity and promotional materials distributed free of charge by such Designated Airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article which are:
 - a) introduced into the Territory of one Contracting Party by or on behalf of a Designated Airline of the other Contracting Party;
 - b) retained on board the aircraft of a Designated Airline of one Contracting Party upon arriving in and until leaving the Territory of the other Contracting Party and/or consumed during flight over that Territory;
 - c) taken on board the aircraft of a Designated Airline of one Contracting Party in the Territory of the other Contracting Party and intended for use in operating the Agreed Services;

whether or not such items are used or consumed wholly or partly within the Territory of the Contracting Party granting the exemption, provided such items are not alienated in the Territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft used by the Designated Airline of either Contracting Party may be unloaded in the Territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party. In such case, such equipment and items shall enjoy the exemptions provided for by paragraph (1) of this Article provided that they may be required to be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
4. The exemptions provided for by this Article shall also be available in situations where the Designated Airlines of either Contracting Party have entered into arrangements with another airline(s), for the loan or transfer in the Territory of the other Contracting Party, of the regular equipment and the other items referred to in paragraph (1) of this Article, provided that that other airline enjoys the same exemption(s) from that other Contracting Party.

ARTICLE 7 – APPLICATION OF NATIONAL LAWS AND REGULATIONS

1. The laws, regulations and procedures of one Contracting Party relating to the admission to, sojourn in, or departure from its Territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its Territory, shall be applied to aircraft operated by the airline(s) of the other Contracting Party without distinction as to nationality as they are applied to its own, and shall be complied with by such aircraft upon entry into, departure from and while within the Territory of that Contracting Party.

2. The laws, regulations and procedures of one Contracting Party as to the admission to, sojourn in, or departure from its Territory of passengers, baggage, crew and cargo, transported on board the aircraft, such as regulations relating to entry, clearance, aviation security, immigration, passports, customs, currency, health, quarantine and sanitary measures or in the case of mail, postal laws and regulations shall be complied with by or on behalf of such passengers, baggage, crew and Cargo upon entry into and departure from and while within the Territory of the first Contracting Party.
3. Neither Contracting Party may grant any preference to its own or any other airline(s) over the Designated Airline(s) of the other Contracting Party in the application of the laws and regulations provided for in this Article.
4. Passengers, baggage and Cargo in direct transit across the Territory of either Contracting Party and not leaving areas of the airport reserved for such purpose shall, except in respect of security measures against violence, air piracy, narcotics control be subject to no more than a simplified control. Such baggage and Cargo shall be exempt from customs duties, excise taxes and other similar national and/or local fees and charges.

ARTICLE 8 - CODE SHARING

1. The Designated Airline(s) of both Contracting Parties may, either as a marketing carrier or as an operating carrier, freely enter into cooperative marketing arrangements including but not limited to blocked space and/or code share arrangements (including third country code share arrangements), with any other airline or airlines.
2. Before providing code sharing services, the code sharing partners shall agree as to which party shall be responsible in respect of the liability and on consumer related matters, security, safety and facilitation. The agreement setting out these terms shall be filed with both Aeronautical Authorities before implementation of the code share arrangements.
3. Such arrangements shall be accepted by the Aeronautical Authorities concerned, provided that all airlines in these arrangements have the underlying traffic rights, and/or routing rights and authorizations.
4. In the event of a code share arrangement, the marketing airline should, in respect of every ticket sold, ensure that it is made clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.
5. The Designated Airline(s) of each Contracting Party may also offer code share services between any point(s) in the territory of the other Contracting Party, provided that such services are operated by an airline or airlines of the other Contracting Party.

ARTICLE 9 – CERTIFICATES OF AIRWORTHINESS AND COMPETENCY

1. Certificates of airworthiness, certificates of competency and licenses issued, or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the Agreed Services provided always that such certificates or licenses were issued, or rendered valid, pursuant to and in conformity with the minimum standards established under the Convention.
2. Each Contracting Party reserves the right, however, to refuse to recognize, for flights above its own Territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.
3. If the privileges or conditions of the licenses or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, whether or not such difference has been filed with the International Civil Aviation Organization, the Aeronautical Authority of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under Article 10(2), request consultations with the Aeronautical Authority of the other Contracting Party in accordance with Article 18, with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach satisfactory agreement shall constitute grounds for the application of Article 4 (1) of this Agreement.

ARTICLE 10 – AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to flight crew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of Article 4 (1) of this Agreement.
3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by an airline of one Contracting Party on services to or from the Territory of the other Contracting Party may, while within the Territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent

condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:

- a) Serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
- b) Serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by an airline of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.
6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for taking that action ceases to exist.

ARTICLE 11 – USER CHARGES

- 1. Each Contracting Party shall use its best efforts to ensure that the User Charges imposed or permitted to be imposed by its competent charging bodies on the Designated Airlines of the other Contracting Party for the use of airports and other aviation facilities are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.
- 2. Neither Contracting Party shall give preference, with respect to User Charges, to its own or to any other airline(s) engaged in similar International Air Services and shall not impose or permit to be imposed, on the Designated Airline(s) of the other Contracting Party User Charges higher than those imposed on its own Designated Airline(s) operating similar

International Air Services using similar aircraft and associated facilities and services.

3. Each Contracting Party shall encourage consultations between its competent charging bodies and the Designated Airlines using the services and facilities. Reasonable notice shall be given whenever possible to such users of any proposal for changes in User Charges together with relevant supporting information and data, to enable them to express their views before the charges are revised.

ARTICLE 12 – AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September, 1971 and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation done at Montreal on 23 September 1971, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed in Montreal 1st March 1991 and any other agreement governing civil aviation security binding upon both Contracting Parties.
3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and any other relevant threat to the security of civil aviation.
4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties.
5. In addition, the Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their Territory and the operators of airports in their Territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties.
6. Each Contracting Party agrees that its operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 4 above applied by the other

Contracting Party for entry into, departure from, or while within the Territory of that other Contracting Party.

7. Each Contracting Party shall ensure that measures are effectively applied within its Territory to protect the aircraft and to security screen their passengers, crew and carry-on items and to carry out appropriate security checks on baggage, Cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.
9. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party subjected to an act of unlawful seizure or other acts of unlawful interference which is on the ground in its Territory is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its passengers and crew.
10. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the Aeronautical Authority of the first Contracting Party may request immediate consultations with the Aeronautical Authority of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 13 - COMMERCIAL ACTIVITIES

1. The Designated Airlines of each Contracting Party shall have the right to establish in the Territory of the other Contracting Party offices for the purpose of promotion of air transportation and sale of transport documents as well as for other ancillary products and facilities required for the provision of air transportation.
2. The Designated Airlines of each Contracting Party shall be entitled, to bring into and maintain in the Territory of the other Contracting Party those of their own managerial, commercial, operational, sales, technical and other personnel and representatives as it may

require in connection with the provision of air transportation.

3. Such representatives and staff requirements mentioned in paragraph 2 of this Article may, at the option of the Designated Airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the Territory of the other Contracting Party and authorized to perform such services in the Territory of such other Contracting Party.
4. The Designated Airlines of each Contracting Party shall, either directly and at their discretion, through agents, have the right to engage in the sale of air transportation and its ancillary products and facilities in the Territory of the other Contracting Party. For this purpose, the Designated Airlines shall have the right to use its own transportation documents. The Designated Airline of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation and its ancillary products and facilities in local currency or in any other freely convertible currency.
5. The Designated Airlines of one Contracting Party shall have the right to pay for local expenses in the Territory of the other Contracting Party in local currency or, provided that this is in accordance with local currency regulations, in any freely convertible currencies.
6. The Designated Airlines shall have the right to perform its own ground handling with respect to passenger check-in operations in the Territory of the other Contracting Party. This right does not include airside ground handling services and will only be subject to constraints resulting from requirements of airport safety, security and airport infrastructure. Where safety and security considerations preclude the exercise of the right mentioned in this paragraph, such ground handling services shall be made available without preference or discrimination to any airline engaged in similar international air services.
7. On the basis of reciprocity and in addition to the right granted by paragraph (6) of this Article, each Designated Airline of one Contracting Party shall have the right to select in the Territory of the other Contracting Party, any agent from competing handling agents authorized by the competent authorities of that other Contracting Party, for the provision, in whole or in part, of handling services.
8. The Designated Airlines of one Contracting Party may also be permitted to provide ground handling services envisaged by paragraph (6) of this Article, in whole or in part, for other airlines serving the same airport in the Territory of the other Contracting Party.
9. Designated Airlines and indirect providers of air cargo transportation of both Contracting Parties shall be permitted, without restriction, to employ any surface transportation for air cargo to or from points in the Territories of the Contracting Parties or in third countries including transport to and from all airports with customs facilities, and including, where applicable, the right to transport air cargo in bond under applicable laws and regulations. Such air cargo, whether moving by surface or by air, shall have access to airport customs

and processing facilities. The Designated Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of air cargo transportation. Such intermodal cargo services may be offered at a single through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

10. In connection with international air transportation, the Designated Airlines of each Contracting Party shall be permitted to hold out passenger services under their own name, through cooperative arrangements with surface transportation providers holding the appropriate authority to provide such surface transportation to and from any points in the Territories of the Contracting Parties and beyond. Surface transportation providers shall not be subject to the laws and regulations governing air transportation on the sole basis that such surface transportation is held out by an airline under its own name. Such intermodal services may be offered at a single through price for the air and surface transportation combined, provided that passengers are not misled as to the facts concerning such transportation. Surface transportation providers have the discretion to decide whether to enter into the cooperative arrangements referred to above.
11. All the above activities shall be carried out in accordance with the applicable laws and regulations in force in the Territory of the other Contracting Party.

ARTICLE 14 – TRANSFER OF FUNDS

1. Each Contracting Party grants to the Designated Airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its Territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues (including interest earned on deposits awaiting transfer). Such transfers shall be effected in any convertible currency, in accordance with the foreign exchange regulations of the Contracting Party in the Territory of which the revenue accrued. Such transfers shall be effected on the basis of official exchange rates or where there is no official exchange rate, such transfers shall be effected on the basis of the prevailing foreign exchange market rates for current payments.
2. If a Contracting Party imposes restrictions on the transfer of excess of receipts over expenditure by the Designated Airlines of the other Contracting Party, the latter shall have a right to impose reciprocal restrictions on the Designated Airlines of the first Contracting Party.
3. In the event that there exists a special agreement between the Contracting Parties for the avoidance of double taxation, or in the case where there is a special agreement ruling the transfer of funds between the two Contracting Parties, such agreement shall prevail.

ARTICLE 15 - APPROVAL OF TIMETABLES

1. The Designated Airlines of each Contracting Party shall submit for approval to the Aeronautical Authority of the other Contracting Party prior to the inauguration of their services, the timetable of the intended services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.
2. If a Designated Airline wishes to operate ad-hoc flights supplementary to those covered in the approved timetables, it shall obtain prior permission of the Aeronautical Authority of the Contracting Party concerned, who shall give positive and favorable consideration to such request.

ARTICLE 16 – TARIFFS

1. Each Contracting Party shall allow Tariffs to be established by each Designated Airline based upon its commercial considerations in the market place. Neither Contracting Party shall require the Designated Airlines to consult other airlines about the Tariffs they charge or propose to charge.
2. Each Contracting Party may require prior filing with its Aeronautical Authorities, of Tariffs to be charged to or from its Territory by Designated Airlines of both Contracting Parties. Such filing by or on behalf of the Designated Airlines may be required by no more than thirty (30) days before the proposed date of effectiveness. In individual cases, filing may be permitted on shorter notice than normally required. If a Contracting Party permits an airline to file a tariff on short notice, the tariff shall become effective on the proposed date for traffic originating in the territory of that Contracting Party.
3. Except as otherwise provided in this Article, neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by a Designated Airline of either Contracting Party for international air transportation.
4. Intervention by the Contracting Parties shall be limited to:
 - (a) Prevention of Tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
 - (b) Protection of consumers from Tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c) Protection of Designated Airlines from Tariffs which are artificially low.
5. If a Contracting Party believes that a tariff proposed to be charged by a Designated Airline of the other Contracting Party for international air transportation is inconsistent with considerations set forth in paragraph (4) of this Article, it shall request

consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement to the contrary, the previously existing tariff shall continue in effect.

ARTICLE 17 - EXCHANGE OF INFORMATION

1. At the request of either Aeronautical Authority the Aeronautical Authorities of the Contracting Parties shall exchange information, as promptly as possible, concerning the current authorizations extended to their respective Designated Airlines to render service to, through and from the Territory of the other Contracting Party. This will include copies of current certificates and authorizations for services on proposed routes, together with amendments or exemption orders.
2. The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such periodic or other statements of statistics of traffic uplifted from and discharged in the territory of that other Contracting Party as may be reasonably required.

ARTICLE 18 - CONSULTATION

1. In a spirit of close cooperation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with, the provisions of this Agreement and either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement.
2. Subject to Articles 4, 10, 12 and 16, such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 19 - SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement the Contracting Parties shall in the first place endeavor to settle it by negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body for mediation.

3. If the Contracting Parties do not agree to mediation, or if a settlement is not reached by negotiation, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three (3) arbitrators which shall be constituted in the following manner:
 - a) Within sixty (60) days of receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as the President of the tribunal, shall be nominated as the third arbitrator by the two appointed arbitrators within sixty (60) days of the appointment of the second;
 - b) If within the time limits specified above any appointment has not been made, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointment within 30 days. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice President who is not disqualified on that same ground shall make the appointment. In such case the arbitrator or arbitrators appointed by the said President or the Vice President as the case may be, shall not be nationals or permanent residents of the States parties to this Agreement.
4. Except as hereinafter provided in this Article or otherwise agreed by the Contracting Parties, the tribunal shall determine the place where the proceedings will be held and the limits of its jurisdiction in accordance with this Agreement. The tribunal shall establish its own procedure. A conference to determine the precise issues to be arbitrated shall be held not later than thirty (30) days after the tribunal is fully constituted.
5. Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.
6. The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (30) days after both replies are submitted. The decision shall be taken by a majority vote.
7. The Contracting Parties may submit requests for clarification of the decision within fifteen (15) days after it receives the decision of the tribunal, and such clarification shall be issued within fifteen (15) days of such request.
8. The Contracting Parties shall comply with any stipulation, provisional ruling or final decision of the tribunal.
9. Subject to the final decision of the tribunal, the Contracting Parties shall bear the costs of its

arbitrator and an equal share of the other costs of the tribunal, including any expenses incurred by the President or Vice President of the Council of the International Civil Aviation Organization in implementing the procedures in paragraph 3(b) of this Article.

10. If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph (8) of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 20 - AMENDMENT OF AGREEMENT

1. Subject to the provisions of paragraph (2) of this Article, if either Contracting Party considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 18 and shall be effected by an Exchange of Diplomatic Notes and will come into effect on a date to be determined by the Contracting Parties, which date shall be dependent upon the completion of the relevant internal ratification process of each Contracting Party.
2. Any amendments to the Annexes to this Agreement may be agreed directly between the Aeronautical Authorities of the Contracting Parties. Such amendments shall enter into force from the date they have been agreed upon.
3. This Agreement shall, subject to the necessary changes, be deemed to have been amended by those provisions of any international convention or multilateral agreement which becomes binding on both Contracting Parties.

ARTICLE 21 - REGISTRATION

This Agreement and any amendments thereto, other than amendments to the Annexes, shall be submitted by the Contracting Parties to the International Civil Aviation Organization for registration.

ARTICLE 22 - TERMINATION

1. Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of notice by the other Contracting Party unless the notice to terminate is withdrawn by agreement before the expiry of this period.
2. In the absence of acknowledgment of receipt of a notice of termination by the other Contracting Party, notice shall be deemed to have been received by it fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

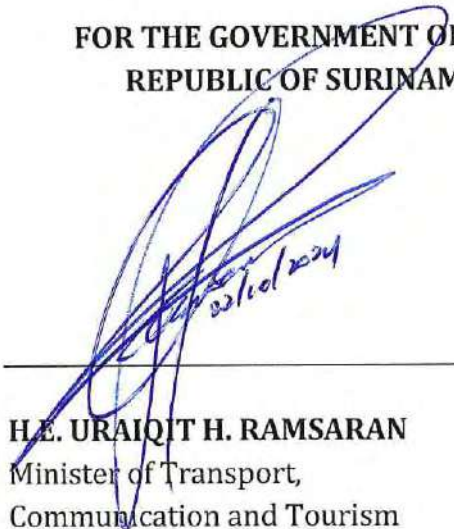
ARTICLE 23 – ENTRY INTO FORCE

This Agreement shall enter into force on the day the last written notification is received by diplomatic note confirming that the Contracting Parties have fulfilled all necessary internal procedures required for the entry into force of this Agreement.

IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed this Agreement in duplicate in the Dutch and English Languages, all texts being equally authentic and each Contracting Party retains one original in each language for implementation. In the event of any divergence of interpretation, the English text shall prevail.

Done at Kuala Lumpur, Malaysia, the 22nd day of October, 2024, in duplicate, in the Dutch, and English languages, all texts being equally authentic. In case of divergent interpretation, the English text shall prevail.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF SURINAME**



H.E. URAIQIT H. RAMSARAN
Minister of Transport,
Communication and Tourism

**FOR THE GOVERNMENT OF THE
REPUBLIC OF RWANDA**



Winnie Ngamije
Deputy Director General

ANNEX
ROUTE SCHEDULE

Section 1:

Routes to be operated by the Designated Airline(s) of the Republic of Suriname:

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in the Republic of Suriname	Any Points	Any Points in the Republic of Rwanda	Any Points

Section 2:

Routes to be operated by the Designated Airline(s) of the Republic of Rwanda:

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in the Republic of Rwanda	Any Points	Any Points in the Republic of Suriname	Any Points

Operation of the Agreed Services

1. The Designated Airline(s) of both Contracting Parties may, on any or all flights and at its option, operate in either or both directions; serve intermediate and beyond points on the routes in any combination and in any order; omit calling at any or all intermediate or beyond point(s); terminate its services in the territory of the other Contracting Party and/or in any point beyond that territory; serve points within the territory of each Contracting Party in any combination; transfer traffic from any aircraft used by them to any other aircraft at any point or points in the route; combine different flight numbers within one aircraft operation; and use owned or leased (wet / dry) aircraft.
2. The Designated Airline(s) of both Contracting Parties are entitled to exercise, in any type of service (passenger, cargo, separately or in combination), full fifth freedom traffic rights to/from any intermediate or beyond point(s) without any restriction whatsoever.
3. The Designated Airline(s) of both Contracting Parties are entitled, either as operating carrier or marketing carrier, to exercise own stopover rights at any intermediate point(s) and/or beyond point(s), as well as at points within the Territory of the other Contracting Party. For services within the Territory of the other Contracting Party, these rights are to be exercised without cabotage.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 031/01 ryo ku wa 17/12/2025 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika ya Suriname na Guverinoma ya Repubulika y'u Rwanda yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Kuala Lumpur, muri Maleziya, ku wa 22 Ukwakira 2024	Seen to be annexed to Presidential Order n° 031/01 of 17/12/2025 ratifying the Agreement between the Government of the Republic of Suriname and the Government of the Republic of Rwanda for air services, done at Kuala Lumpur, Malaysia, on 22 October 2024	Vu pour être annexé à l'Arrêté Présidentiel n° 031/01 du 17/12/2025 ratifiant l'Accord entre le Gouvernement de la République du Suriname et le Gouvernement de la République du Rwanda relatif aux services aériens, fait à Kuala Lumpur, en Malaisie, le 22 octobre 2024
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Kigali, 17/12/2025

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

ITEKA RYA PEREZIDA N° 032/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA YA ZIMBABWE NA REPUBULIKA Y’U RWANDA YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YAKOREWE I KUALA LUMPUR, MURI MALEZIYA, KU WA 23 UKWAKIRA 2024 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemeza burundu <u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka <u>Ingingo ya 3:</u> Ingingo y’ururimi <u>Ingingo ya 4:</u> Gutangira gukurikizwa	PRESIDENTIAL ORDER N° 032/01 OF 17/12/2025 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF ZIMBABWE AND THE REPUBLIC OF RWANDA, DONE AT KUALA LUMPUR, MALAYSIA, ON 23 OCTOBER 2024 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Ratification <u>Article 2:</u> Authorities responsible for the implementation of this Order <u>Article 3:</u> Language provision <u>Article 4:</u> Entry into force	ARRÊTÉ PRÉSIDENTIEL N° 032/01 DU 17/12/2025 RATIFIANT L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DU ZIMBABWE ET LA RÉPUBLIQUE DU RWANDA, FAIT À KUALA LUMPUR, EN MALAISIE, LE 23 OCTOBRE 2024 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Ratification <u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté <u>Article 3:</u> Disposition linguistique <u>Article 4:</u> Entrée en vigueur
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ITEKA RYA PEREZIDA N° 032/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA YA ZIMBABWE NA REPUBULIKA Y’U RWANDA YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YAKOREWE I KUALA LUMPUR, MURI MALEZIYA, KU WA 23 UKWAKIRA 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; Dushingiye ku Itegeko Nshinga rya Repubulika y’u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n’iya 168; Dushingiye ku Itegeko n° 041/2025 ryo ku wa 16/12/2015 ryemera kwemeza burundu Amasezerano hagati ya Repubulika ya Zimbabwe na Repubulika y’u Rwanda yerekeranye no gutwara abantu n’ibintu mu kirere, yashyiriweho umukono i Kuala Lumpur, muri Maleziya, ku wa 23 Ukwakira 2024; Tumaze kubona Amasezerano hagati ya Repubulika ya Zimbabwe na Repubulika y’u Rwanda yerekeranye no gutwara abantu n’ibintu mu kirere, yakorewe i Kuala	PRESIDENTIAL ORDER N° 032/01 OF 17/12/2025 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF ZIMBABWE AND THE REPUBLIC OF RWANDA, DONE AT KUALA LUMPUR, MALAYSIA, ON 23 OCTOBER 2024 We, KAGAME Paul, President of the Republic; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168; Pursuant to Law n° 041/2025 of 16/12/2015 approving the ratification of the Air Services Agreement between the Republic of Zimbabwe and the Republic of Rwanda, signed at Kuala Lumpur, Malaysia, on 23 October 2024; Considering the Air Services Agreement between the Republic of Zimbabwe and the Republic of Rwanda, done at Kuala Lumpur, Malaysia, on 23 October 2024;	ARRÊTÉ PRÉSIDENTIEL N° 032/01 DU 17/12/2025 RATIFIANT L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DU ZIMBABWE ET LA RÉPUBLIQUE DU RWANDA, FAIT À KUALA LUMPUR, EN MALAISIE, LE 23 OCTOBRE 2024 Nous, KAGAME Paul, Président de la République; Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168; Vu la Loi n° 041/2025 du 16/12/2025 approuvant la ratification de l’Accord sur les services aériens entre la République du Zimbabwe et la République du Rwanda, signé à Kuala Lumpur, en Malaisie, le 23 octobre 2024; Considérant l’Accord sur les services aériens entre la République du Zimbabwe et la République du Rwanda, fait à Kuala Lumpur, en Malaisie, le 23 octobre 2024;
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Lumpur, muri Maleziya, ku wa 23 Ukwakira 2024; Bisabwe na Minisitiri w'Ibikorwa Remezo; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE: <u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano hagati ya Repubulika ya Zimbabwe na Repubulika y'u Rwanda yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Kuala Lumpur, muri Maleziya, ku wa 23 Ukwakira 2024, ari ku mugereka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. <u>Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka</u> Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.	On proposal by the Minister of Infrastructure; After consideration and approval by the Cabinet; DO ORDER: <u>Article One: Ratification</u> The Air Services Agreement between the Republic of Zimbabwe and the Republic of Rwanda, done at Kuala Lumpur, Malaysia, on 23 October 2024, in Annex, is ratified and becomes fully effective. <u>Article 2: Authorities responsible for the implementation of this Order</u> The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.	Sur proposition du Ministre des Infrastructures; Après examen et adoption par le Conseil des Ministres; ARRÊTONS: <u>Article premier: Ratification</u> L'Accord sur les services aériens entre la République du Zimbabwe et la République du Rwanda, fait à Kuala Lumpur, en Malaisie, le 23 octobre 2024, en annexe, est ratifié et sort son plein et entier effet. <u>Article 2: Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.
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<u>Ingingo ya 3: Ingingo y’ururimi</u> Iri teka ryateguwe mu rurimi rw’Icyongereza. <u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku muni ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.	<u>Article 3: Language provision</u> This Order was drafted in English. <u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 3: Disposition linguistique</u> Le présent arrêté a été rédigé en anglais. <u>Article 4: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 17/12/2025

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 032/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA YA ZIMBABWE NA REPUBULIKA Y'U RWANDA YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KUALA LUMPUR, MURI MALEZIYA, KU WA 23 UKWAKIRA 2024	ANNEX TO PRESIDENTIAL ORDER N° 032/01 OF 17/12/2025 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF ZIMBABWE AND THE REPUBLIC OF RWANDA, DONE AT KUALA LUMPUR, MALAYSIA, ON 23 OCTOBER 2024	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 032/01 DU 17/12/2025 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DU ZIMBABWE ET LA RÉPUBLIQUE DU RWANDA, FAIT À KUALA LUMPUR, EN MALAISIE, LE 23 OCTOBRE 2024
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AMASEZERANO HAGATI YA REPUBULIKA YA ZIMBABWE NA REPUBULIKA Y'U RWANDA YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KUALA LUMPUR, MURI MALEZIYA, KU WA 23 UKWAKIRA 2024	AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF ZIMBABWE AND THE REPUBLIC OF RWANDA, DONE AT KUALA LUMPUR, MALAYSIA, ON 23 OCTOBER 2024	ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DU ZIMBABWE ET LA RÉPUBLIQUE DU RWANDA, FAIT À KUALA LUMPUR, EN MALAISIE, LE 23 OCTOBRE 2024
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AIR SERVICES AGREEMENT

BETWEEN

THE REPUBLIC OF ZIMBABWE

AND

THE REPUBLIC OF RWANDA

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PREAMBLE

WHEREAS the Republic of Zimbabwe and the Republic of Rwanda (hereinafter referred to as the Contracting Parties):

DESIRING to co-operate and facilitate the expansion of international air services between the two countries and beyond their respective territories;

DESIRING to make it possible for their Airlines to co-operate and offer the traveling public a variety of service options;

DESIRING to ensure the highest degrees of safety and security in the provision of international air services; and

BEING PARTIES to the Convention on International Civil Aviation opened for signature at Chicago on 7th Day of December, 1944;

TAKING NOTE of the Yamoussoukro Declaration on a New African Air Transport Policy adopted on 7th October, 1988;

CONSIDERING the Resolution adopted by the African Ministers responsible for Civil Aviation in Mauritius on the 9th of August, 1994;

TAKING INTO ACCOUNT the Ministerial Decision relating to the implementation of the Yamoussoukro Declaration concerning the Liberalization of Access to Air Transport Markets in Africa of 14th November, 1999 as endorsed by the OAU Heads of State in July, 2000;

BEARING in mind the African Union Assembly (AU) Decision Assembly/AU/Decl.1(XXIV) of the 24th Ordinary Session placing the implementation of the Yamoussoukro Decision on the liberalisation of Air Transport Markets in Africa as the foundation for the establishment of a Single African Air Transport Market (SAATM) in the context of the African Agenda 2063; and

DESIRING to conclude an Agreement, supplementary to the above, for the purpose of establishing air services between and beyond their respective territories:

HAVE AGREED AS FOLLOWS:

ARTICLE 1

DEFINITIONS

For the purpose of the present Agreement and any annex attached thereto, unless the context otherwise requires, the term: -

- (a) **"Aeronautical Authorities"** means
 - i. in the case of the Republic of Rwanda, the Ministry in charge of civil aviation and,
 - ii. in the case of Republic of Zimbabwe, the Ministry in charge of civil aviation,or in both cases any other authority or person delegated/ or empowered to perform the functions now exercised by the said authorities;
- (b) **"Agreed Services"** means scheduled International Air Services between and beyond the respective territories of the Republic of Rwanda and the republic of Zimbabwe for the transport of passengers, cargo and mail, separately or in any combination on the specified routes pursuant to the Annex to the present Agreement ;
- (c) **"Agreement"** means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex;
- (d) **"Air services", "international air services", "airline" and "stop for non-traffic purposes"** have the meanings respectively assigned to them in Article 96 of the Convention;
- (e) **"Capacity"** is the amount(s) of services provided under this Agreement, usually measured in the number of flights (frequencies) or seats or tonnes of cargo being offered in a market (city pair, or country to country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
- (f) **"Cargo"**: goods including mail transported from one airport to another by an airline;
- (g) **"Convention"** means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any Annexes adopted under Article 90 and 94 thereof so far as those Annexes and Amendments have been adopted by both Contracting Parties;
- (h) **"Decision"** means the text of the Yamoussoukro Ministerial Decision of 14th November, 1999 as endorsed by the AU Heads of States including the Appendices, annexes and Amendments;
- (i) **"Designated Airline"** means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;
- (j) **"Eligible airline"** means any African air transport company fulfilling the requirements set forth in Article 6, subparagraph 6.9 of the Yamoussoukro Decision

- (k) **"Aircraft equipment", "aircraft stores" and "spare parts"** have the meanings respectively assigned to them in Annex 9 of the Convention;
- (l) **"User Charges"** means charges made to airlines by the competent authorities or permitted by competent authorities to be made for the provision of airport facilities, property and/or of air navigation facilities, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;
- (m) **"Specified Routes"** means routes specified in the Annex of this Agreement;
- (p) **"Tariff"** means the prices to be paid for the carriage of passengers, baggage, and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services but excluding remuneration and conditions for the carriage of mail; and
- (q) **"Territory"** means :
 - i. in the case of the Republic of Rwanda, the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, or protection or mandate of the Republic of Rwanda.,
 - ii. in the case of Republic of Zimbabwe, the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or mandate of the Republic of Zimbabwe;
- (r) **"Yamoussoukro Decision"** means the "Decision Relating to the Implementation of the Yamoussoukro Declaration Concerning the Liberalization of Access to Air Transport Markets in Africa" adopted by the Assembly of Heads of States and Government in Lome, Togo, on 12 July 2000.

ARTICLE 2
GRANT OF TRAFFIC RIGHTS

1. Each Contracting Party shall grant to the other Contracting Party in respect of scheduled international air services, on the specified routes the following:
 - (a). The right to fly across its territory without landing;
 - (b). The right to make stops in its territory for non-traffic purposes; and
 - (c). The right to make stops at points specified for that routes in the Annex to this Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo and mail, separately or in combination carried for compensation to or from points in the territory of the other Party; and
 - (d). the right to exercise 5th freedom from or to intra-African points in accordance with the Yamoussoukro Decision.
2. The Airlines of each Contracting Party, other than those designated in terms of Article 3, shall also have the rights provided for in paragraphs (a) and (b) of sub-Article (1).
3. If because of armed conflict, political disturbances or developments, or special and unusual circumstances, a designated airline of a Contracting Party is unable to operate a service on its normal routes, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of such routes, including the temporary granting of alternative rights, as mutually decided by the Contracting Parties.
4. Nothing in this Article shall be deemed to confer on the airline(s) of one Contracting Party the rights to take on board, in the territory of the other Contracting Party, passengers, their baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Contracting Party.

ARTICLE 3
DESIGNATION AND AUTHORISATION OF AIRLINES

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party, one or more airlines who meet the eligibility criteria defined by article 6.9 of the Yamoussoukro Decision, for the purpose of operating intra-Africa air transport services and/or the agreed services on the specified routes. The designation will be the subject of a written notification to the other State Party through diplomatic channels.
2. A Contracting Party shall have the right to designate an Eligible African multinational airline in which it is a stakeholder and this airline shall be accepted by the other Contracting Parties, provided that the effective control of this air carrier is exercised by the States Parties to the Yamoussoukro Decision.
3. On receipt of the notice of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay but not later than thirty (30) days grant to the airline designated, the appropriate operating authorization.
4. The Aeronautical Authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations which are applicable to the operation of international air services by such authorities in conformity with the provisions of the Convention.
5. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (3) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2 of this Agreement, in any case where the said Contracting Party is not satisfied that the principal place of business and effective control (as specified in Article 6.9) of that airline are vested in the Contracting Party designating the airline or in its nationals.
6. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services provided that the conditions of operation of those services and the tariffs to be applied thereon have been filed under Articles 13 and 14 of this Agreement.

ARTICLE 4
RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by either Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes specified in the Annexure I to this Agreement, provided that the requirements under which such certificates and licenses are issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
2. If the privileges or conditions of the licenses and certificates referred to in paragraph 1 which the aeronautical authorities of a Party have issued to a designated airline or for an aircraft used in the operation of the agreed services allow a difference from the minimum standards defined under of the Convention, a difference which has been notified to the International Civil Aviation Organization, each Party may request consultations between the Aeronautical Authorities with a view to clarifying the practice in question.
3. Each Contracting Party reserves the right, however to refuse to recognize as valid for the purpose of operating the said specified routes over its own territory;
 - i. certificates of competency and licences issued to its own nationals by the other Contracting Party; and/or
 - ii. if the privileges or conditions of the licenses or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, whether or not such difference has been filed with the International Civil Aviation Organization.

ARTICLE 5

WITHHOLDING, REVOCATION, SUSPENSION, OR LIMITATION OF OPERATING AUTHORISATIONS

1. Each Contracting Party shall have the right to withhold, revoke an operating authorization, or to limit, suspend the exercise of the rights specified in Article 2 of this Agreement by the airline designated by the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of this rights in any of the following cases: -
 - (a) the Aeronautical Authorities of the first Contracting Party are not satisfied that the said airline is an "Eligible airline" as set forth in Article 6, subparagraph 6.9 of the Yamoussoukro Decision
 - (b) Failure by the airline to comply with the laws or regulations of the Contracting Party granting these rights; or
 - (c) If the airline otherwise fails to operate the agreed services in accordance with the conditions prescribed under this Agreement and the Annex attached hereto;
 - (d) the designated airline has failed to comply with the provisions set forth in Article 14 and Article 15 of this Agreement.
2. Unless immediate revocation, limitation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringement of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 6 EXEMPTION FROM CUSTOMS DUTIES

1. Aircraft operated, for the agreed services, by the designated airline(s) of either Contracting Party, as well as any aircraft equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft are exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided that such equipment, supplies and stores remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.
2. Subject to paragraph 3 of this Article, they are also exempt from customs duties, inspection fees and similar charges, with the exception of charges corresponding to the services performed:
 - (a) aircraft stores taken on board in the territory of a Contracting Party; within limits fixed by the aeronautical authorities of that Contracting Party, and for use on board outbound aircraft engaged on an agreed service of the other Contracting Party;
 - (b) spare parts, introduced into the territory of either Contracting Party for the maintenance or repair of aircrafts used, for the agreed services, by the designated airline(s) of the other Contracting Party; and
 - (c) fuel and lubricants, and consumable technical supplies, to be supplied to an inbound / transiting / outbound aircraft operated, on agreed services, by the designated airline(s) of the other Contracting Party, even when such supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.
3. Materials and supplies referred to in subparagraphs (a), (b) and (c) of paragraph 2 of this Article, may be subject to customs surveillance or control, of the two Contracting Parties.
4. Baggage and cargo in direct transit are exempt from customs duties and other similar taxes provided that these will be under customs surveillance or control.
5. The regular airborne equipment, as well as the materials and supplies retained on board an aircraft of the designated airline(s) of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party and such customs authorities may require that such equipment, materials and supplies be placed under their surveillance up to such time as they are re-exported or otherwise disposed of in accordance with customs laws and regulations.

ARTICLE 7
PLACE OF TAXATION

The profits and income from international traffic operations derived by an airline designated by a Contracting Party, shall be exempt from all taxes imposed by the Government of the other Party.

Where a special agreement for the avoidance of double taxation with respect to taxes on income and on capital exists between the Parties, the provisions of the latter shall prevail.

ARTICLE 8
LEASING

1. Either Contracting Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Article 14 and Article 15 of this Agreement.
2. Subject to paragraph 1 of this Article, the designated airlines of each Contracting Party may operate services under this Agreement by using leased aircraft which meets the requirements provided by Articles 12 and 13 of this Agreement.

ARTICLE 9
DIRECT TRANSIT

Passengers, baggage, and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose, shall be subject to a simplified control. Passengers, baggage and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to further examination for reasons of aviation security, narcotics control, prevention of illegal entry or in special circumstances.

ARTICLE 10
TREATMENT OF REGULAR
AIRBORNE EQUIPMENT RETAINED ON BOARD

The regular airborne equipment as well as the materials and supplies retained on board the aircraft operated by the designated airline of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of the Contracting Party. In such cases, they may be placed under the supervision of the said Customs authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

ARTICLE 11
APPLICATION OF NATIONAL LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party relating to admission to, flight within or departure from its territory of an aircraft of its designated airline(s) engaged in international air navigation, or to the operation or navigation of such aircraft while within its territory, shall apply to the aircraft of designated airline(s) of the other Contracting Party and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Contracting Party.
2. The laws and regulations of one Contracting Party relating to entry into, stay in, or departure from its territory of passengers, baggage, crew, cargo or mail, such as laws and regulations relating to entry, exit, emigration, immigration, passports as well as customs and health or sanitary measures, shall apply to passengers, baggage, crew, cargo and mail carried by the aircraft of the designated airline(s) of the other Contracting Party upon entry into or departure from or while within the territory of the first Contracting Party.
3. In general, in the application of laws and regulations in force, neither Contracting Party shall give preference to its own or any other airlines over a designated airline of the other Contracting Party engaged in similar international air services.

ARTICLE 12
FAIR COMPETITION

- (1) The designated airlines of each Contracting Party shall be allowed fair and equitable treatment in order that it may enjoy equal opportunity in the operation of the agreed service. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and unfair competitive or predatory practices adversely affecting the competitive position of the designated airlines of the other Contracting Party in the exercise of its rights and entitlements as set out in this Agreement and in accordance with the Institutional and Regulatory texts of the Yamoussoukro Decision.
- (2) In operating the agreed services the designated airlines of each Contracting Party shall take into consideration the interests of the designated airlines of the other Contracting Party so as not to unduly affect the services which the latter provide on the whole or part of the same routes.
- (3) There shall be no limits on the number of frequencies and capacity offered on air service linking any intra-African city per combinations between the Contracting Parties. Each designated airline(s) shall be allowed to mount and operate such capacity and frequency as such airline(s) deems appropriate.
- (4) Consistent with the rights referred to in paragraph 3 of this Article, the Contracting Parties shall not unilaterally limit the volume of traffic, the type of aircraft to be operated or the number of flights per week, except for environmental, safety, technical or other special consideration: Provided that such actions are not intended as measures for the protection of the commercial or economic interests of a designated airline.
- (5) Notwithstanding paragraphs(3) and (4) of this Article, the Contracting Parties may impose conditions, limit or refuse the increase of capacity or frequency of a designated airline: Provided such actions:
 - (a) are non-discriminatory and applied under uniform conditions to all airlines and are consistent with Article 15 of the Convention, without discrimination on the ground of nationality or identity of airlines;
 - (b) have a limited period of validity;
 - (c) do not unduly affect the objectives of the Yamoussoukro Decision;
 - (d) do not unduly distort competition between airlines; and

(e) are not more restricted than necessary in order to relieve the problem and are not more restrictive than those applied to any other airlines(s) of a state not party to the Yamoussoukro Decision.

- (6) When a Contracting Party considers that intervention in terms of sub-Article (4) is necessary, such Contracting Party shall, at least sixty (60) days before the effective date of such action, notify the other Contracting Party thereof, providing adequate justification for the need for such measures so as to allow consultations prior to the date of entry into force of the measure. Such measure may be implemented only if within thirty (30) days of its notification, the other Contracting Party has not indicated the intention to consent to such measures.

ARTICLE 13 AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and of the steps considered necessary to conform with those minimum standards established at that time pursuant to the Convention, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of subparagraph (e) of paragraph 1 of Article 4 (Withholding, Revocation, Suspension, or Limitation of Operating Authorisations) of this Agreement.
3. Pursuant to Article 16 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
4. If any such ramp inspection or series of ramp inspections gives rise to:
 - (a) serious concerns that an aircraft or the operation of an aircraft does not comply with the

minimum standards established at that time pursuant to the Convention; or

(b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

the Contracting Party carrying out the ramp inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Contracting Party in accordance with paragraph 3 of this Article is denied by a representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 of this Article arise and draw the conclusions referred in that paragraph.
6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 14
AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation signed at Montreal on 23 September 1971, its supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991 as well as with any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.
2. The Contracting Parties shall provide, upon request, all practicable assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties. Each Contracting Party shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in its territory, and the operators of airports in its territory, act in conformity with such aviation security provisions.
4. Each Contracting Party agrees that such operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, that Contracting Party may request immediate consultations with the other Contracting Party.
7. Without prejudice to Article 4 (Withholding, Revocation, Suspension or Limitation of Operating Authorisations) of this Agreement, failure to reach a satisfactory agreement within fifteen (15) days from the date of such request will constitute grounds to withhold, revoke, suspend, limit or impose conditions on the operating authorisation of the air carriers of both Contracting Parties.
8. When required by an immediate and extraordinary threat, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.
9. Any action taken in accordance with the paragraph 7 above shall be discontinued upon compliance by the other Contracting Party with the provisions of this Article.

ARTICLE 15 COMMERCIAL ACTIVITIES

1. In accordance with the laws and regulations of the other Contracting Party, the designated airline(s) of one Contracting Party shall have the right:
 - (a) in relation to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial and other specialist staff, office equipment and other related equipment and promotional materials required for the operation of international air services;
 - (b) to employ technical, administrative and commercial personnel of its own nationality subject to the laws and regulations in force in the country in which this personnel is to be employed;
 - (c) to use the services of personnel of any other organization, company or airline operating in the territory of the other Contracting Party;
 - (d) to establish offices in the territory of the other Contracting Party for the purposes of provision, promotion and sale of air services;

- (e) to sell and market international air services and related products in the territory of that other Contracting Party, directly and, at its discretion, through its agents or other intermediaries, in the local currency or in freely convertible currencies of other countries;
- (f) to convert and remit to the territory of its incorporation, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance. Such conversion and remittance shall be made in accordance with the foreign exchange regulations of the Contracting Party concerned; and
- (g) to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the airlines of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies according to local currency regulations.

2. The designated airlines of each Contracting Party have the right to enter cooperative marketing arrangements subject to national laws, regulations and policies, such as blocked space, code sharing or leasing arrangements with an airline or airlines of either Contracting Party or airlines of a third country, provided that the airlines have the appropriate authorization of exploitation.

3. The marketing airline may be required to file any proposed co-operative marketing arrangements with the aeronautical authorities of each Contracting Party before its introduction.

4. When holding out services for sale, the marketing airline will make it clear to the purchaser of tickets for such services, at the point of sale, which airline will be the operating airline on each sector of the services and with which airline or airlines the purchaser is entering into a contractual relationship.

**ARTICLE 16
APPROVAL OF SCHEDULES**

1. The designated airline of each Contracting Party shall submit its envisaged flight schedules for approval to the aeronautical authorities of the other Party at least thirty (30) days prior to the operation of the agreed services. The same procedure shall apply to any modification thereof.
2. For supplementary flights which the designated airline of one Party wishes to operate on the agreed services outside the approved timetable, that airline must request prior permission from the aeronautical authorities of the other Party. Such requests shall usually be submitted at least three (3) working days prior to the operation of such flights.

**ARTICLE 17
TARIFF**

1. The Contracting Parties shall allow tariffs for air transportation to be established by each designated airline based upon commercial considerations in the market place. Intervention by the Parties shall be limited to:
 - (a). Prevention of discriminatory tariffs or practices;
 - (b). Protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c). Protection of airlines from tariffs that are artificially low.
2. Each Contracting Party may require notification to, or filing with, its aeronautical authorities of tariffs to be charged to or from its territory by airlines of the other Contracting Party. Notification or filing by the airlines of the other Contracting Party may be required no more than 30 days before the proposed date of effectiveness. Notification for filing may be permitted on shorter notice than normally required. If a Contracting Party permits an airline to file a tariff on short notice, the tariff shall become effective on the proposed date for traffic originating in the territory of that Contracting Party.
3. If a Contracting Party believes that a tariff proposed to be charged by an airline of the other Contracting Party for international air transportation between the territories of the Contracting Parties is inconsistent with considerations set forth in paragraph 1 of this, Article, it shall notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible and request consultations. These consultations shall be held not later than 30 days after receipt of the request, and the Contracting Parties shall co-operate in securing information necessary for reasonable resolution of the issue. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each

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Contracting Party shall use its best efforts to put that Agreement into effect. Without such mutual Agreement, the previously existing tariff shall continue in effect.

ARTICLE 18 USER CHARGES

1. Neither Contracting Party shall impose or permit to be imposed on the designated airline or airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international air services.
2. Each Contracting Party shall encourage consultations on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organizations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 19 EXCHANGE OF INFORMATION

1. The Aeronautical Authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at the latter's request: such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of either Contracting Party.
2. Such statement shall include the information required to determine the amount of traffic carried by the designated airline on the agreed services and the origins and destinations of such traffic.

ARTICLE 20
TRANSFER OF EXCESS RECEIPTS

1. Each Contracting Party grants to the designated airline of the other Contracting Party the right to remit, without restriction, funds earned locally, to the country or countries of their choice, promptly, in freely convertible currency and at the official rate of exchange.
2. Each Party shall authorize the airline or airlines of the other Party, to convert and transfer abroad, in the country of their choice, all local revenues derived from the sale of air transport services and related activities directly related to air transport which exceed the sums spent locally, such conversion and transfer being authorized promptly, without restriction, discrimination or related taxes, at the exchange rate applicable on the date of the request for conversion and transfer.

ARTICLE 21
ENVIRONMENT

1. The Parties support the need to protect the environment by promoting the sustainable development of aviation. The Parties agree with regard to operations between their respective territories to comply with the ICAO Standards and Recommended Practices (SARPs) of Annex 16 and the existing ICAO policy and guidance on environmental protection.
2. In addition, they shall encourage global initiatives which are inherent in the preservation and protection of biodiversity, the concern about the environmental impact, ecosystems and sustainable development of commercial aviation.

ARTICLE 22
CONSULTATIONS

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult with each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annex attached hereto and shall consult whenever necessary to provide for amendment to this Agreement or the Annex.
2. Either Contracting Party may request consultations, which may be through discussions or by correspondence. Consultations shall begin within a period of thirty (30) days from the date the other Contracting Party receives a written request, unless otherwise agreed by both Contracting Parties.

3. Any amendment of this Agreement, or its Annex, shall be effected by an exchange of diplomatic notes and shall enter into force on such date as is provided for by the latter note.

ARTICLE 23 SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall, in the first place, endeavor to settle it by direct consultation and negotiations.
2. If a settlement cannot be reached by the aforementioned methods, the dispute may, at the request of either Contracting Party, be submitted for decision to a tribunal (hereinafter called the "Arbitration Tribunal") consisting of three arbitrators, one to be appointed by each Contracting Party and the third to be agreed upon by the two so appointed. The third such arbitrator shall not be a national of either Contracting Party and shall act as president of the Arbitration Tribunal.
3. Each of the Contracting Parties shall appoint an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a notice through the diplomatic channel requesting arbitration of the dispute by the Arbitration Tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to appoint an arbitrator within the specified period or if the third arbitrator is not appointed within the specified period, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice-President who is not disqualified on that ground shall make the appointment.
4. The Arbitration Tribunal shall determine its own procedure.
5. Subject to the final decision of the Arbitration Tribunal, the Contracting Parties shall bear in equal proportion the cost of arbitration.
6. The Contracting Parties shall comply with the decision(s) of the Arbitration Tribunal.
7. If, and so long as, either Contracting Party fails to comply with a decision of the Arbitration Tribunal given under this Article, the other Contracting Party may limit, withhold, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party or to its designated airline(s) in default.

ARTICLE 24
EFFECT OF MULTILATERAL AGREEMENT

If, after the entry into force of this Agreement, the two Parties become bound by a multilateral agreement dealing with matters governed by this Agreement, the provisions of the multilateral agreement shall prevail. Both Parties may consult pursuant to Articles 22 (Consultations) and 25 (Amendments) of this Agreement with a view to establishing the extent to which this Agreement is affected by the provisions of this multilateral agreement and whether to revise this Agreement to reflect that multilateral agreement.

ARTICLE 25
AMENDMENT(S)

1. If either Party deems it desirable to modify any provision of this Agreement, such modification shall be approved in accordance with the provisions of Article 22 of this Agreement. It will enter into force on a date determined by the Parties, after confirmation through the diplomatic channel of the completion of the internal procedures required by each Party.
2. Notwithstanding the provisions of paragraph 1 above, modifications to the Annex to this Agreement may be agreed directly between the aeronautical authorities of the Parties and shall be applied from the day on which they are agreed.

ARTICLE 26
DURATION AND TERMINATION

1. This Agreement shall remain in force for an indefinite period of time, subject to the provisions of paragraph (2) below.
2. Either Contracting Parties may at any time give notice to the other Contracting Party of its decision to terminate the Agreement. Such notice shall be simultaneously communicated to the African Union (AU) and the International Civil Aviation Organization (ICAO). In such a case, the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by African Union (AU) and the International Civil Aviation Organization (ICAO).

ARTICLE 27

**REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION
ORGANIZATION (ICAO)**

This Agreement and any subsequent amendments hereto shall be registered with the International Civil Aviation Organization by the state where the signature of the Agreement will take place.

**ARTICLE 28
ENTRY INTO FORCE**

1. This Agreement and its Annex shall enter into force provisionally on the date of its signature and definitively on the date of Exchange of Instruments of Ratification thereof or when there has been an Exchange of Notes between the Contracting Parties through diplomatic channels, confirming that the constitutional requirements in their respective countries have been complied with.
2. This Agreement and its Annex shall be subject to ratification by the Contracting Parties and shall be notified through diplomatic channels.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement in duplicate in the English language.

Done at Kuala Lumpur this 23rd Day of October 2024



Eng. Pedzisayi Joy Makumbe
Secretary for Transport and
Infrastructural Development

**FOR THE REPUBLIC OF
ZIMBABWE**



Ms. Winnie Ngamije
Deputy Director General
Rwanda Civil Aviation Authority

**FOR THE REPUBLIC OF
RWANDA**



ANNEXURE I**ROUTE SCHEDULE****A. Routes to be operated by the Designated Airlines of the Republic of Rwanda.**

Point of Departure	Intermediate Points	Point (s) in Zimbabwe	Points Beyond
Any Points	Any Points	Any Points	Any Points

B. Routes to be operated by the Designated Airlines of the Republic of Zimbabwe.

Point of Departure	Intermediate Points	Point (s) in Rwanda	Points Beyond
Any points	Any Points	Any Points	Any Points

Note 1: Any points or all intermediate points and/or beyond points on the specified routes may, at the discretion of each airline, be omitted on any or all flights.

Note 2: The exploitation of the 5th freedom traffic rights is subject to the provisions of Article 2 of this Agreement.

Note 3: The right to exercise 5th freedom on intermediate and/ or beyond points outside Africa shall be permitted as well.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 032/01 ryo ku wa 17/12/2025 ryemeza burundu Amasezerano hagati ya Repubulika ya Zimbabwe na Repubulika y'u Rwanda yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Kuala Lumpur, muri Maleziya, ku wa 23 Ukwakira 2024	Seen to be annexed to Presidential Order n° 032/01 of 17/12/2025 ratifying the Air Services Agreement between the Republic of Zimbabwe and the Republic of Rwanda, done at Kuala Lumpur, Malaysia, on 23 October 2024	Vu pour être annexé à l'Arrêté Présidentiel n° 032/01 du 17/12/2025 ratifiant l'Accord sur les services aériens entre la République du Zimbabwe et la République du Rwanda, fait à Kuala Lumpur, en Malaisie, le 23 octobre 2024
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Kigali, 17/12/2025

(sé)

KAGAME Paul
Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w’Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
Vu et scellé du Sceau de la République:

(sé)

Dr UGIRASHEBUJA Emmanuel
Minisitiri w’Ubutabera akaba n’Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
Ministre de la Justice et Garde des Sceaux