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Twebwe, KAGAME Paul, Perezida wa Repubulika;	**We, KAGAME Paul,** President of the Republic;	**Nous, KAGAME Paul,** Président de la République ;
INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA	**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**	**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**
INTEKO ISHINGA AMATEGEKO:	**THE PARLIAMENT:**	**LE PARLEMENT :**
Umutwe w'Abadepite, mu nama yawo yo ku wa 19 Ukuboza 2023;	The Chamber of Deputies, in its sitting of 19 December 2023;	La Chambre des Députés, en sa séance du 19 décembre 2023;
Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 64 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168;
Imaze gusuzuma amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na	After consideration of the Air Services Agreement between the Government of the	Après examen de l'accord sur les services aériens entre le Gouvernement de la

Guverinoma ya Antigua na Barbuda yo gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Kamena 2022;	Republic of Rwanda and the Government of Antigua and Barbuda, signed at Kigali, Rwanda, on 23 June 2022;	République du Rwanda et le Gouvernement d'Antigua-et-Barbuda, signé à Kigali, Rwanda, le 23 juin 2022;
YEMEJE:	**ADOPTS:**	**ADOPTE :**
Ingingo ya mbere: Kwemera kwemeza burundu	**Article One: Approval for ratification**	**Article premier : Approbation pour ratification**
Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Antigua na Barbuda yo gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Kamena 2022, ari ku mugereka, yemerewe kwemezwa burundu.	The Air Services Agreement between Government of the Republic of Rwanda and the Government of Antigua and Barbuda, signed at Kigali, Rwanda, on 23 June 2022, in Annex, is approved for ratification.	L'accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement d'Antigua-et-Barbuda, signé à Kigali, Rwanda, le 23 juin 2022, en annexe, est approuvé pour ratification.
Ingingo ya 2: Ingingo y'ururimi	**Article 2: Language provision**	**Article 2 : Disposition linguistique**
Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	This Law was drafted in English, considered and adopted in Ikinyarwanda.	La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
Ingingo ya 3: Gutangira gukurikizwa	**Article 3: Entry into force**	**Article 3 : Entrée en vigueur**
Iri tegeko ritangira gukurikizwa ku munsi 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, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 010/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA ANTIGUA NA BARBUDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23 KAMENA 2022	**ANNEX TO LAW N° 010/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF ANTIGUA AND BARBUDA, SIGNED AT KIGALI, RWANDA, ON 23 JUNE 2022**	**ANNEXE À LA LOI N° 010/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT D'ANTIGUA-ET-BARBUDA, SIGNÉ À KIGALI, RWANDA, LE 23 JUIN 2022**

AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA ANTIGUA NA BARBUDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23 KAMENA 2022	**AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF ANTIGUA AND BARBUDA, SIGNED AT KIGALI, RWANDA, ON 23 JUNE 2022**	**ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT D'ANTIGUA-ET-BARBUDA, SIGNÉ À KIGALI, AU RWANDA, LE 23 JUIN 2022**

AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND
THE GOVERNMENT OF ANTIGUA AND BARBUDA

The Government of the Republic of Rwanda ("Rwanda")

and

the Government of Antigua and Barbuda

hereinafter referred to as "Parties";

Being parties to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944;

Desiring to contribute to the progress of international civil aviation;

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 purposes of this Agreement, unless otherwise stated, the term:

a) "aeronautical authority" means, in the case of the Republic of Rwanda, the Ministry in charge of civil aviation or Rwanda Civil Aviation Authority; and in the case of Antigua and Barbuda, the Minister with responsibility for civil aviation and in both cases any other authority or person empowered to perform the functions exercised by the said authorities;

b) "Agreement" means this Agreement, any annex to it, and any amendments thereto;

c) "capacity" means the amount(s) of services provided under the Agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo 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;

d) "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 or

Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;

e) "designated airline" means an airline which has been designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;

f) "price" means any fare, rate or charge for the carriage of passengers, baggage and/or 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;

g) "Principal Place of Business" means; the head office or registered office of an air carrier within which the principal financial functions and operational control, including continued airworthiness management, of the air carrier are exercised;

h) "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;

i) "user charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo; and

j) "air service", "international air service", "airline", and "stop for non-traffic purposes", have the meanings assigned to them in Article 96 of the Convention.

ARTICLE 2

Grant of Rights

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex to this Agreement.

2. Subject to the provisions of this Agreement, the airline(s) designated by each Party shall enjoy the following rights:

   a) to fly without landing across the territory of the other Party;

   b) to make stops in the territory of the other Party for non-traffic purposes;

   c) to make stops at the point(s) on the route(s) jointly agreed upon by the aeronautical authorities of both Parties for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo or mail separately or in combination; and

   d) other rights specified in this Agreement.

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

4. Nothing in this Agreement shall be deemed to confer on the designated airline(s) of one Party the privilege of taking on board, in the territory of the other Party, passengers, baggage, cargo and mail for remuneration and destined for another point in the territory of the other Party.

ARTICLE 3

Designation and Authorization

1. Each Party shall have the right to designate in writing to the other Party, an airline or airlines to operate the agreed services and to withdraw or alter such designation. These notifications shall be made through diplomatic channels.

2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorization each Party shall grant the appropriate operating authorization with minimum procedural delay, provided that:

   a) the designated airline is established and has its principal place of business in the territory of the designating Party;

   b) effective regulatory control of the designated airline is exercised and maintained by the Party designating the airline;

   c) the Party designating the airline is in compliance with the provisions set forth in Article 7 (Safety) and Article 8 (Aviation Security); and

   d) the designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

3. On receipt of the operating authorization of paragraph 2, a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4

Withholding, Revocation and Limitation of Authorization

1. The aeronautical authorities of each Party shall have the right to withhold the authorizations referred to in Article 3 (Designation and Authorization) of this Agreement with respect to an airline designated by the other Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently in the event:

   a) they are not satisfied that the designated airline is established and has its principal place of business in the territory of the Party designating the airline; or

   b) that effective regulatory control of the designated airline is not exercised and maintained by the Party designating the airline; or

   c) of failure of the Party designating the airline to comply with the provisions set forth in Article 7 (Safety) and Article 8 (Aviation Security); or

   d) of failure of such designated airline to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of the present Article is essential to prevent further infringements of laws and regulations, or of the provisions of this Agreement, such right shall be exercised only after consultation with the other Party. Such consultations shall take place prior to the expiry of thirty (30) days following the request by one Party, unless both Parties otherwise agree.

ARTICLE 5

Application of Laws

1. The laws and regulations of one Party governing entry into and departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft while within its territory, shall be applied to aircraft of the airlines of the other Party.

2. The laws and regulations of one Party relating to the entry into, stay in and departure from its territory of passengers, crew and cargo including mail such as those regarding immigration, customs, currency and health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the airline of the other Party while they are within the said territory.

3. Neither Party shall give preference to its own or any other airline over an airline of the other Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

4. Passengers, baggage, cargo and mail in direct transit shall be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

ARTICLE 6

Recognition of Certificates and Licenses

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party and still in force shall be recognized as valid by the other Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licenses were 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 or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and since such difference has been filed with the International Civil Aviation Organization (ICAO), the other Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

3. Each Party reserves the right, however, to refuse to recognize for the purpose of flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

ARTICLE 7

Safety

1. Each Party may request consultations at any time concerning the safety standards maintained by the other 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 Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the standards established at that time pursuant to the Convention, the other Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO standards. The other Party shall then take appropriate corrective action within an agreed time period.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Party, on service to or from the territory of another Party, may, while within the territory of the other Party be the subject of a search by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.

4. When urgent action is essential to ensure the safety of an airline operation, each Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Party.

5. Any action by one Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.

6. With reference to paragraph 2, if it is determined that one Party remains in non-compliance with ICAO standards when the agreed time period has elapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

ARTICLE 8

Aviation Security

1. Consistent with their rights and obligations under international law, the 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 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 and 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, or any other convention and protocol relating to the security of civil aviation which both Parties adhere to.

2. The 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 Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry or operators of aircraft who are established in their territory and the operators of airports in their territory act in conformity with such aviation security provisions. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes. Either Party may request immediate consultations with the other Party at any time to discuss any such differences.

4. Each 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 Party for entry into, departure from, or while within, the territory of that other Party. Each 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 Party shall also give positive consideration to any request from the other 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 Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. Each Party shall have the right, within sixty (60) days following notice of its intention for that purpose, for its aeronautical authorities to conduct an assessment in the territory of the other Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments shall be conducted expeditiously.

7. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the first Party may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

ARTICLE 9

User Charges

1. Neither Party shall impose or permit to be imposed on the designated airlines of the other Party user charges higher than those imposed on its own airlines operating similar international services.

2. Each Party shall encourage consultations on user charges between its competent charging authority and airlines using the service and facilities provided, 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 Party shall further encourage its competent charging authority and such users to exchange appropriate information concerning user charges.

ARTICLE 10

Customs Duties

1. Each Party shall on the basis of reciprocity exempt a designated airline of the other Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges, not based on the cost of services provided on arrival, on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the designated airline printed thereon and usual publicity material distributed free of charge by that designated airline intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Party operating the agreed services.

2. The exemptions granted by this article shall apply to the items referred to in paragraph 1:

   a) introduced into the territory of the Party by or on behalf of the designated airline of the other Party;

   b) retained on board aircraft of the designated airline of one Party upon arrival in or leaving the territory of the other Party; or

   c) taken on board aircraft of the designated airline of one Party in the territory of the other Party and intended for use in operating the agreed services;

   whether or not such items are used or consumed wholly within the territory of the Party granting the exemption, provided the ownership of such items is not transferred in the territory of the said Party.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of a designated airline of either Party, may be unloaded in the territory of the other Party only with the approval of the customs authorities of that 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 in accordance with customs regulations.

ARTICLE 11

Capacity

1. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based on commercial considerations of the marketplace.

2. Neither Party shall unilaterally limit the volume of traffic, frequency, or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

ARTICLE 12

Pricing

1. Prices charged for air services operated under this Agreement may be freely established by the airlines and shall not be subject to approval. Intervention by the Parties shall be limited to:

   (a) prevention of unreasonably discriminatory prices or practices;

   (b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and

   (c) protection of airlines from prices that are artificially low due to direct or indirect government subsidy or support.

2. Each Party may require notification to or filing with the authorities by the designated airlines of prices for transportation originating from its territory.

ARTICLE 13

Competition

1. The Parties shall inform each other, upon request, about their competition laws, policies and practices or changes thereto, and any particular objectives thereof, which could affect the operation of air transport services under this Agreement and shall identify the authorities responsible for their implementation.

2. The Parties shall notify each other whenever they consider that there may be incompatibility between the application of their competition laws, policies and practices and the matters related to the operation of this Agreement.

3. Notwithstanding any other provision to the contrary, nothing in this Agreement shall (i) require or favour the adoption of agreements between undertakings, decisions by associations of undertakings or concerted practices that prevent or distort competition; (ii) reinforce the effects of any such agreement, decision or concerted practice; or (iii) delegate to private economic operators the responsibility for taking measures that prevent, distort or restrict competition.

ARTICLE 14

Currency Conversion and Remittance of Earnings

1. Each Party shall permit airline(s) of the other Party to convert and transmit abroad, on demand, all local revenues from the sale of air transport services and associated activities directly linked to air transport in excess of sums locally disbursed, with conversion and remittance permitted promptly at the rate of exchange applicable as of the date of the request for conversion and remittance.

2. The conversion and remittance of such revenues shall be permitted in conformity with the applicable laws and regulations and are not subject to any administrative or exchange charges except those normally made by banks for the carrying out of such conversion and remittance.

3. The provisions of this Article do not exempt the airlines of both Parties of the duties, taxes and contributions they are subject to.

4. If there is a special agreement between the Parties to avoid double taxation, or a special agreement which regulates transferring of funds between the Parties, such agreements shall prevail.

ARTICLE 15

Commercial Activities

1. Each Party shall accord airlines of the other Party the right to sell and market international air services in its territory directly or through agents or other intermediaries of the airline's choice, including the right to establish offices, both on-line and off-line.

2. Each airline shall have the right to sell transportation in the currency of that territory or, subject to its national laws and regulations, in freely convertible currencies of other countries, and any person shall be free to purchase such transportation in currencies accepted by that airline.

3. The designated airline or airlines of one Party shall be allowed, on the basis of reciprocity, to bring into and to maintain in the territory of the other Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services.

4. These staff requirements may, at the option of the designated airline or airlines of one Party, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Party and authorized to perform such services for other airlines.

5. The representatives and staff shall be subject to the laws and regulations in force of the other Party, and consistent with such laws and regulations:

   a) each 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 3 of this Article; and

   b) both Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.

ARTICLE 16

Code Sharing

1. In operating or holding out the agreed services on the specified routes, any designated airline of one Party may enter into commercial code-share arrangements with:

   a) an airline(s) of either Party;
   b) an airline(s) of a third Party;

   provided that all airlines in such arrangements:

   i - hold the appropriate authority;
   ii - meet the requirements normally applied to such arrangements; such as protection and information to passenger for liability.

2. All airlines in such arrangements must, in respect of any ticket sold by them, make it clear to the purchaser at the point of sale with which airline or airlines the purchaser is entering into a contractual relationship.

3. Code-share arrangements may be subject to prior approval of the appropriate Authorities before implementation.

ARTICLE 17

Intermodal Services

The designated airlines of each Contracting Party shall be permitted to use surface modes of transport, subject to the national laws and regulations of the Contracting Party receiving the designated airlines, in conjunction with the international passenger and/or cargo air services

ARTICLE 18

Operational Flexibility

1. Each airline may, in operating services authorized by this instrument, use its own aircraft or aircraft that have been leased ("dry lease"), subleased, rented by the hour ("interchange" or "lease for hours"), or leased with crew, insurance and maintenance ("wet lease"), through a contract between airlines of either Party or third countries, observing the laws and regulations of each Party and the Protocol on the Amendment to the Convention (Article 83 bis). The aeronautical authorities of the Parties shall conclude a specific agreement establishing the conditions of transfer of responsibility for safety, as provided by the International Civil Aviation Organization.

2. On any sector or sectors of the routes of the Annex of the Agreement, any airline shall be entitled to perform international air transportation, including under code sharing arrangements with other airlines, without any limitation as to change at any point or points on the route, in the type, size or number of aircraft operated, provided that the transportation beyond such point is a continuation of the transportation from the territory of the Contracting Party that has designated the airline and in the inbound direction the transportation to the territory of the Contracting Party that has designated the airline is a continuation of the transportation from beyond such point.

ARTICLE 19

Statistics

The aeronautical authorities of each Party shall provide or cause its designated airline or airlines to provide the aeronautical authorities of the other Party, upon request, periodic or other statements of statistics as may be reasonably required.

ARTICLE 20

Approval of Schedules

1. The designated airline of each Party may be required to submit its envisaged flight schedules for approval to the aeronautical authorities of the other Party at least 30 (thirty) 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 five (5) working days prior to the operation of such flights.

ARTICLE 21

Consultations

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

2. Such consultations, which may be through discussion or by correspondence, shall begin within a period of 60 (sixty) days from the date the other Party receives a written request, unless otherwise agreed by the Parties.

ARTICLE 22

Settlement of Disputes

1. Any dispute arising between the Parties relating to the interpretation or application of this Agreement, the aeronautical authorities of both Parties shall in the first place endeavor to settle it by consultations and negotiation.
2. If the Parties fail to reach a settlement by negotiation, the dispute shall be settled through diplomatic channels.
3. If the Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, either Party may in accordance with its relevant laws and regulations refer the dispute to a tribunal of three arbitrators which shall be constituted in the following manner:

   a) within sixty (60) days after receipt of a written request for arbitration, each Party shall appoint one arbitrator. A national of a third country, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within thirty (30) days of the appointment of the second arbitrator;

b) if within the time limits specified in paragraph (3) subparagraph (a) of this Article, any appointment has not been made, either Party may, in writing, request the President of the Council of the International Civil Aviation Organisation to make the necessary appointment within thirty (30) days. If the President is of the same nationality as one of the Parties, the most senior Vice-President shall be requested to make the appointment. If the Vice-President is of the same nationality as one of the Parties, the Member of the Council of the International Civil Aviation Organisation next in seniority who is not of the same nationality as one of the Parties shall be requested to make the appointment. In this case, the third arbitrator appointed by the President or Vice-President or Member of the Council of the International Civil Aviation Organisation, as the case may be, shall not be a national or permanent resident of the respective States of the Parties.

4. Except as hereinafter provided by this Article or as otherwise agreed by the Parties, the tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the written request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than fifteen (15) days after the tribunal is fully constituted.

5. Except as otherwise agreed by the Parties or prescribed by the tribunal, each Party shall submit a memorandum within forty-five (45) days of the time the tribunal is fully constituted. Each Party may submit a reply within sixty (60) days of submission of the memorandum of the other Party. The tribunal shall hold a hearing at the written request of either Party or at its discretion within fifteen (15) 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 the date both replies are submitted. The decision shall be taken by a majority vote.

7. The Parties may submit written requests for clarification of the decision within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.

8. The decisions of the arbitral tribunal shall be final and binding upon the Parties to the dispute.

9. Each Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Parties, including any expenses incurred by the President, Vice-President or Member of the Council of the International Civil Aviation Organisation in implementing the procedures in paragraph (3) of this Article.

10. If and so long as either Party fails to comply with any decision given under paragraph (6) of this Article, the other Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Party in default or to the designated airline or airlines in default.

ARTICLE 23

Amendments

Any amendment to this Agreement agreed upon by the Parties, shall come into effect according to the procedures described in Article 26 of this Agreement.

ARTICLE 24

Multilateral Agreements

If both Parties become parties to a multilateral agreement that addresses matters covered by this agreement, they shall consult to determine whether this Agreement should be revised to take into account the multilateral agreement.

ARTICLE 25

Termination

Either Party may, at any time, give notice in writing, through diplomatic channels, to the other Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to ICAO. This Agreement shall terminate at midnight, local time of the notified Party, immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period. In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by ICAO.

ARTICLE 26

Registration with ICAO

This Agreement and any amendment thereto shall be registered upon its signature with ICAO by the Party in which territory this Agreement was signed, or as agreed by the Parties.

ARTICLE 27

Entry into Force

This Agreement shall enter into force thirty (30) days after the date of the receipt of the last Diplomatic note indicating that all necessary internal procedures have been completed by each of the Parties.

In witness whereof the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

Done at Kigali this 23rd day of June 2022 in duplicate in English, all texts being authentic.

For the Government of
the Republic of Rwanda

Dr Vincent Biruta
Minister of Foreign Affairs
and International Cooperation

For the Government of
Antigua and Barbuda

E P Chet Greene
Minister of Foreign Affairs
Immigration and Trade

ANNEX

ROUTE SCHEDULE

Routes to be operated by the designated airline(s) of Rwanda:

Points Behind	Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any points	Any point in Rwanda	Any points	Any point in Antigua and Barbuda	Any points

Routes to be operated by the designated airline(s) of Antigua and Barbuda:

Points Behind	Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any points	Any point in Antigua and Barbuda	Any points	Any point in Rwanda	Any points

NOTES:

1. The designated airlines of both Parties may, on any or all flights and at their option:
   a) operate flights in either or both directions;
   b) combine different flight numbers within one aircraft operation;
   c) serve intermediate and beyond points and points in the territories of the Parties on the routes in any combination and in any order, without cabotage rights;
   d) omit stops at any point or points; and
   e) transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes;

   without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that the transportation is part of a service that serves a point in the territory of the Party designating the airline.

2. The designated airlines of both Parties shall, on any or all flights, exercise fifth freedom traffic rights at any agreed intermediate and/or beyond points.

3. Additional rights shall be subject to agreement between the Aeronautical Authorities of both Parties.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 010/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Antigua na Barbuda yo gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Kamena 2022	**Seen to be annexed to Law n° 010/2024 of 26/01/2024 approving ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of Antigua and Barbuda, signed at Kigali, Rwanda, on 23 June 2022**	**Vu pour être annexé à la Loi n° 010/2024 du 26/01/2024 portant approbation de ratification de l'Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement d'Antigua-et-Barbuda, signé à Kigali, au Rwanda, le 23 juin 2022**

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 011/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YUNZE UBUMWE YA AUTRICHE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 19 NYAKANGA 2022	LAW N° 011/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 19 JULY 2022	LOI N° 011/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT FÉDÉRAL AUTRICHIEN ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, RWANDA, LE 19 JUILLET 2022
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Twebwe, KAGAME Paul, Perezida wa Repubulika;	**We, KAGAME Paul,** President of the Republic;	**Nous, KAGAME Paul,** Président de la République ;
INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA	**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**	**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**
INTEKO ISHINGA AMATEGEKO:	**THE PARLIAMENT:**	**LE PARLEMENT :**
Umutwe w'Abadepite, mu nama yawo yo ku wa 19 Ukuboza 2023;	The Chamber of Deputies, in its sitting of 19 December 2023;	La Chambre des Députés, en sa séance du 19 décembre 2023 ;
Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo iya 64 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168;

Imaze gusuzuma amasezerano hagati ya Guverinoma Yunze Ubumwe ya Autriche na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 19 Nyakanga 2022;	After consideration of the Air Services Agreement between the Austrian Federal Government and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 19 July 2022;	Après examen de l'accord sur les services aériens entre le Gouvernement Fédéral Autrichien et le Gouvernement de la République du Rwanda, signé à Kigali, Rwanda, le 19 juillet 2022 ;
YEMEJE:	**ADOPTS:**	**ADOPTE :**
Ingingo ya mbere: Kwemera kwemeza burundu	**Article One: Approval for ratification**	**Article premier : Approbation pour ratification**
Amasezerano hagati ya Guverinoma Yunze Ubumwe ya Autriche na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 19 Nyakanga 2022, ari ku mugereka, yemerewe kwemezwa burundu.	The Air Services Agreement between Government of the Republic of Rwanda and the Austrian Federal Government signed at Kigali, Rwanda, on 19 July 2022, in Annex, is approved for ratification.	L'accord sur les services aériens entre le Gouvernement Fédéral Autrichien et le Gouvernement de la République du Rwanda, signé à Kigali, Rwanda, le 19 juillet 2022, en annexe, est approuvé pour ratification.
Ingingo ya 2: Ingingo y'ururimi	**Article 2: Language provision**	**Article 2 : Disposition linguistique**
Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	This Law was drafted in English, considered and adopted in Ikinyarwanda.	La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
Ingingo ya 3: Gutangira gukurikizwa	**Article 3: Entry into force**	**Article 3 : Entrée en vigueur**
Iri tegeko ritangira gukurikizwa ku munsi 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, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
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° 011/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YUNZE UBUMWE YA AUTRICHE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 19 NYAKANGA 2022	**ANNEX TO LAW N° 011/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 19 JULY 2022**	**ANNEXE À LA LOI N° 011/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT FÉDÉRAL AUTRICHIEN ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 19 JUILLET 2022**

AMASEZERANO HAGATI YA GUVERINOMA YUNZE UBUMWE YA AUTRICHE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 19 NYAKANGA 2022	**AIR SERVICES AGREEMENT BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 19 JULY 2022**	**ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT FÉDÉRAL AUTRICHIEN ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 19 JUILLET 2022**

AIR SERVICES AGREEMENT

BETWEEN

THE AUSTRIAN FEDERAL GOVERNMENT

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

The Austrian Federal Government and the Government of the Republic of Rwanda (hereinafter referred to as the "Contracting Parties"),

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944,

Desiring to promote their mutual relations in the field of civil aviation and to conclude an agreement for the purpose of establishing air services between and beyond their respective territories,

Desiring to promote an international aviation system based on fair competition among airlines in the marketplace,

Desiring to facilitate the expansion of international air service opportunities,

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 jeopardize the safety of persons or property, adversely affect the operation of air services and undermine public confidence in the safety of civil aviation,

Have agreed as follows:

Article 1	Definitions
Article 2	Grant of Rights
Article 3	Designation and Authorisation
Article 4	Revocation of Authorisation
Article 5	Application of Laws and Regulations
Article 6	Exemption from Taxes, Customs Duties and other Charges
Article 7	Taxation
Article 8	Traffic in Direct Transit
Article 9	Capacity and Fair Competition
Article 10	Pricing
Article 11	Airline Representation and Sales
Article 12	Ground handling
Article 13	Leasing
Article 14	Code Share
Article 15	Intermodal Transport
Article 16	Servicing, Maintenance or Repair of Aircraft.
Article 17	User Charges
Article 18	Flight Safety
Article 19	Aviation Security
Article 20	Recognition of Certificates and Licences
Article 21	Social Aspects
Article 22	Environmental Protection
Article 23	Consultations and Settlement of Disputes
Article 24	Amendments
Article 25	Multilateral Conventions
Article 26	Provision of Statistics
Article 27	Termination
Article 28	Registration
Article 29	Entry into Force
Annex	

Article 1
Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

1. "Aeronautical authorities" means, in the case of Rwanda, the Ministry in charge of Civil Aviation, and in the case of Austria, the Ministry for Transport, Innovation and Technology; and any person or body authorised to perform any functions at present exercised by the said aeronautical authorities or similar functions;

2. "Agreement" means this Agreement, its Annex, and any amendments to the Agreement or to the Annex;

3. "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties, and any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Contracting Parties;

4. "Designated airline" means an airline designated and authorised in accordance with Article 3 of this Agreement;

5. "Price" means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air service, including any surface transportation in connection with international air transportation, if applicable, charged by airlines or their agents, and the conditions governing the availability of such fare, rate or charge;

6. "Territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning specified in Articles 2 and 96 of the Convention;

7. The term "intermodal transport" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

8. "User charge" means a charge imposed on airlines for the provision of airport, air navigation or aviation security facilities or services, including related services and facilities;

9. The term "self-handling" means a situation in which the airport user directly provides for himself one or more categories of ground handling services and concludes no contract of any description with a third party for the provision of such services; for the purpose of this definition, among themselves airport users shall not be deemed to be third parties where:

a) one holds the majority in the other, or

b) a single body has a majority holding in each;

10. The term "state subsidy or support" means the provision of support on a discriminatory basis to a designated airline, directly or indirectly, by the state or by a public or private body designated or controlled by the state. Without limitation, it may include the setting-off of operational losses; the provision of capital, non-refundable grants or loans on privileged terms; the granting of financial advantages by forgoing profits or the recovery of sums due; the forgoing of a normal return on public funds used; tax exemptions; compensation for financial burdens imposed by the public authorities; or discriminatory access to airport facilities, fuels or other reasonable facilities necessary for the normal operation of air services;



11. References in this Agreement to nationals of the Republic of Austria shall be understood as referring to nationals of European Union Member States;

12. References in this Agreement to airlines of the Republic of Austria shall be understood as referring to airlines designated by the Republic of Austria;

13. "EU Treaties" means the Treaty on the European Union and the Treaty on the Functioning of the European Union.

14. The term "specified route" means a route specified in the Annex to this Agreement.

Article 2

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of international air services:

a. the right to fly across its territory without landing;
b. the right to make stops in its territory for non-traffic purposes.

2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex to this Agreement. Such services and routes are hereinafter called "agreed services" and "specified routes" respectively. While operating an agreed service on a specified route, the airline(s) designated by each Contracting Party shall enjoy, in addition to the rights specified in paragraph 1 of this Article, the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Annex for the purpose of taking up and/or putting down in international traffic passengers, cargo and mail, separately or in combination.

The grant of traffic rights pursuant to paragraph (2) above does not include the grant of the right to carry passengers, baggage, cargo and mail between points in the territory of the Contracting Party granting the rights and points in the territory of a third country or vice versa ("fifth freedom" rights). Fifth freedom traffic rights shall be granted only on the basis of the approval of the aeronautical authorities of both Contracting Parties as per the Annex.

3. On any segment or segments of the routes above, any designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated.

4. Nothing in this Agreement shall be deemed to confer on a designated airline of one Contracting Party the right of taking on, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3

Designation and Authorisation

1. Each Contracting Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designations. Such designations shall be made in writing and transmitted to the other Contracting Party through diplomatic channels.

2. On receipt of such a designation and of applications from the designated airline, in the form and manner prescribed for operating authorisations 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 Rwanda:

(i) it has its principal place of business in the territory of Rwanda and is licensed in accordance with the applicable law of Rwanda, and

(ii) Rwanda has and maintains effective regulatory control of the airline; and

b) in the case of an airline designated by Austria:

(i) it is established in the territory of Austria 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 European Union Member State responsible for issuing its Air Operator 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 Member States of the European Union or States of the European Free Trade Association and/or by nationals of such states.

c) 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 at any time, provided that the airline complies with all applicable provisions of the Agreement.

Article 4

Revocation of Authorisation

1. Either Contracting Party may 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 Rwanda:

(i) it does not have its principal place of business in the territory of Rwanda and is not licensed in accordance with the applicable law of Rwanda; or

(ii) Rwanda is not maintaining effective regulatory control of the airline; or

b) in the case of an airline designated by Austria:

(i) it is not established in the territory of Austria 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 European Union Member State responsible for issuing its Air Operator 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 Member States of the European Union or the European Free Trade Association and/or by nationals of such States.

c) the airline has failed to comply with the laws and regulations referred to in Article 5 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 and/or regulations, or unless fair competition, safety or security requires action in accordance with the provisions of Article 12 (Capacity and Fair Competition), 13 (Safety) or 14 (Security), such right shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party. Such consultations shall begin within a period of fifteen (15) days from the date of a request for consultations or as otherwise agreed between the Contracting Parties.

Article 5

Application of Laws and Regulations

1. The laws and regulations of one Contracting Party governing entry into or departure from its territory of aircraft engaged in international air services or to the operation and navigation of such aircraft while within the said territory shall apply to the designated airline(s) of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry to, stay in or departure from its territory of passengers, crew, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, customs, health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline(s) of the other Contracting Party, while they are within said territory.

3. Each Contracting Party shall permit, on its territory, the designated airlines of the other Contracting Party to take measures (e.g. the deployment of document specialists) to ensure that only persons are carried, who fulfil the necessary conditions for entry into or transit through the territory of the other Contracting Party and are in possession of the required travel documents.

4. Each Contracting Party shall readmit to its territory for the purposes of examination a person who had been present in its territory before embarkation and who has been found inadmissible and thus denied entry at the destination airport. Where a person who has been found to be inadmissible is not or is no longer in possession of his or her travel documents or if their travel documents have been destroyed, a Contracting Party shall accept instead a document attesting to the circumstances of embarkation and arrival issued by the authorities of the other Contracting Party.

5. Each Contracting Party shall, upon request, supply to the other Contracting Party copies of the relevant laws and regulations referred to in this Article.

Article 6

Exemption from Taxes, Customs Duties and other Charges

1. Aircraft operated in international air services by a designated airline of one Contracting Party, their regular equipment, spare parts, supplies of fuel and lubricants, as well as aircraft stores (including food, beverages and tobacco) which are on board such aircraft shall be exempted from all taxes, customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment, spare parts, supplies and stores remain on board the aircraft up to such time as they are re-exported or are used or consumed in such aircraft on flights over that territory.

2. The following shall also be exempt from the taxes, duties, fees and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:

a) aircraft stores taken on board in the territory of one Contracting Party, within reasonable limits, for use on an outbound aircraft engaged in an international air service of a designated airline of the other Contracting Party;

b) spare parts, including engines, introduced into the territory of one Contracting Party for the maintenance or repair of aircraft engaged in an international air service of a designated airline of the other Contracting Party;

c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of one Contracting Party for use in an international air service of a designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the first mentioned Contracting Party, in which territory they are taken on board.

d) airline documents, such as tickets and air waybills, as well as publicity and promotional material within reasonable limits, intended for use by a designated airline of one Contracting Party and introduced into the territory of the other Contracting Party.

3. Materials referred to in paragraph 2 of this Article may be required to be kept under customs supervision or control.

4. The regular airborne equipment, as well as the materials, supplies and spare parts normally retained on board aircraft operated by a designated airline of one Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party. 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 in accordance with customs regulations.

5. Baggage and cargo in direct transit across the territory of a Contracting Party shall be exempt from taxes, customs duties, fees and other similar charges not based on the cost of services on arrival or departure.

6. The exemptions provided by this Article shall also be available where the designated airlines of one Contracting Party have contracted with another airline, which similarly enjoys such exemptions from the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of this Article.

Article 7
Taxation

1. Profits from the operation of aircraft in international traffic shall be taxable only in the territory of the Contracting Party in which the place of effective management of the enterprise is situated.

2. Capital represented by aircraft operated in international traffic and by movable property pertaining to the operation of such aircraft shall be taxable only in the territory of the Contracting Party in which the place of effective management of the enterprise is situated.
3. Where a special Agreement for the avoidance of double taxation with respect to taxes on income and on capital exists between the Contracting Parties, the provisions of the latter shall prevail.

Article 8
Traffic in Direct Transit

Passengers, baggage and cargo including mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall be exempt from custom duties, charges and other similar taxes.

Article 9
Capacity and Fair Competition

1. Each Contracting Party shall allow a fair and equal opportunity for the designated airlines of both Contracting Parties to compete in providing the international air services covered by this Agreement.

2. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air services it offers based upon commercial considerations in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by a designated airline of the other Contracting Party, except as may be required for customs, technical, operational, air traffic management safety, environmental or health protection reasons under uniform conditions consistent with Article 15 of the Convention.

3. Neither 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 would be inconsistent with the purposes of this Agreement.

4. Airlines designated by a Contracting Party may be required to submit their flight schedules for approval to the aeronautical authorities of the other Contracting Party at least thirty (30) days before the proposed date of their introduction. The same procedure shall apply to any modification thereof. In special cases this time limit may be reduced subject to the consent of the said authorities.

5. Each Contracting Party may require the filing of traffic programmes and individual flights or operational plans by the designated airlines of the other Contracting Party. The administrative burden of filing requirements shall be minimized and all filings shall be dealt with promptly by the respective aeronautical authorities.

6. 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 a competitor from a route.

7. Neither Contracting Party shall provide or permit state subsidy or support for or to its designated airline or airlines in such way that would adversely affect the fair and equal opportunity of the airlines of the other Contracting Party to compete in providing international air transportation.

8. Where a Contracting Party provides state subsidy or support to a designated airline in respect of services operated under this Agreement, it shall require that airline to identify the subsidy or support clearly and separately in its accounts.

9. If one Contracting Party has substantiated concerns that its designated airlines are being subjected to discrimination or unfair practices, or that a subsidy or support being considered or provided by the other Contracting Party would adversely affect or is adversely affecting the fair and equal opportunity of the airlines of the first Contracting Party to compete in providing international air transportation, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Such consultations shall start within thirty (30) days of receipt of such a request from either Contracting Party. Failure to reach a satisfactory agreement within thirty (30) days from the start of such consultations shall constitute grounds to suspend the exercise of the rights specified in Article 2 (Grant of Rights) of the present agreement by the airline designated by the other Contracting Party, or to revoke the operating authorization, or to impose such conditions as it may deem necessary on the exercise of these rights.

Article 10

Pricing

1. Each Contracting Party shall allow prices for air services to be decided by each designated airline based on commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:

a) prevention of unreasonably discriminatory prices or practices;

b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position or to concerted practices among air carriers; and

c) protection of airlines from prices that are artificially low due to direct or indirect governmental subsidy or support.

2. Prices for international air transportation between the territories of the Contracting Parties shall not be required to be filed except as may be required on a non-discriminatory basis for information purposes. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall provide immediate access, on request, to information on historical, existing and proposed prices to the aeronautical authorities of the Contracting Parties in a manner and format acceptable to those aeronautical authorities for the purposes of this Article.

3. Except as otherwise provided in this Article, neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by a designated airline of either Contracting Party for international air transportation.

4. If a Contracting Party believes that a price 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 1 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 price 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 price shall continue in effect.

Article 11

Airline Representation and Sales

1. The designated airlines of each Contracting Party shall have the right to freely establish and maintain in the territory of the other Contracting Party, within the scope of the laws and regulations in force therein, such offices and facilities, as well as administrative, commercial, technical, operational, and other specialist personnel as may be necessary for the requirements of the designated airline concerned.

The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party. Consistent with such law and regulations, each Contracting Party will grant the necessary work permits, national employment visas, residence permits or other similar documents, if applicable, as soon as possible to the representatives and staff referred to in paragraph 1 of this article, if all conditions are met.

2. Airlines of the two Contracting Parties shall not be required to retain a local sponsor.

3. The designated airlines of the Contracting Parties shall be free to sell air transport and related services on their own transportation documents in the territories of both Contracting Parties either directly or, at the airline's discretion, through an agent, other intermediaries appointed by the airline, or through the internet or any other available channel. The sales are allowed in local currency or in any freely convertible other currency.

4. The designated airlines of each Contracting Party shall be permitted to pay for local expenses, including, but not limited to, airport charges and purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the designated airlines of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies at the market rate of exchange.

5. Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to convert into freely convertible currencies and remit at any time, in any way, to the country of its choice, on demand, local revenues in excess of sums locally disbursed. Such transfers shall be permitted on the date the airline makes the initial application for remittance, at the rate of exchange applicable to current transactions in effect at the time when the revenues are presented for conversion and remittance, and shall not, with the exception of normal banking charges and procedures, be subject to any charge, limitation or delay.

Article 12
Ground handling

Each designated airline shall have the right to provide its own ground handling services ("self-handling") in the territory of the other Contracting Party or otherwise to contract these services out ("third party-handling"), in full or in part, at its option, with any of the suppliers authorized for the provision of such services. Where or as long as the laws and regulations applicable to ground handling in the territory of one Contracting Party prevent or limit either the freedom to contract these services out or self-handling, 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 13
Leasing

The designated airlines of each Contracting Party shall have the right to perform the agreed services on the specified routes using aircraft (or aircraft and crew) leased from any company, including other airlines, subject to being authorized to use the aircraft (or aircraft and crew) on such basis by the Aeronautical Authorities of both Contracting Parties.

Article 14
Code Share

In operating or holding out services under this Agreement, any air carrier of a Party may enter into cooperative marketing arrangements, such as code-sharing arrangements with:

(a) any air carrier or carriers of the Parties; and
(b) any air carrier or carriers of a third country; and
(c) any surface (land or maritime) transport provider;

provided that (i) all carriers involved hold the appropriate authority and (ii) the arrangements meet the requirements relating to safety and competition normally applied to such arrangements. In respect of passenger transport sold involving codeshares, the purchaser shall be informed at the point of sale, or in any case before boarding, which transport providers will operate each sector of the service.

Article 15
Intermodal transport

Subject to the laws and regulations of each Contracting Party, the designated airlines of each Contracting Party shall be permitted to employ, in connection with air transport, any intermodal transport to or from any points in the territories of the Contracting Parties or third countries. Airlines may elect to perform their own intermodal transport or to provide it through arrangements, including code share, with other modes of transport. Such intermodal services may be offered as a through service and at a single price for the air and intermodal transport combined, provided that passengers and shippers are informed as to the providers of the transport involved.

Article 16

Servicing, Maintenance, or Repair of aircraft

Each designated air carrier shall have the right to provide its own servicing, maintenance, or repair of aircraft in the territory of the other Contracting Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorized for the provision of such services and licensed at the given airports. Servicing and defect rectification can also be performed for airlines where a) one holds the majority in the other, or b) a single body has a majority holding in each.

Article 17

User Charges

1. User charges that may be imposed by the competent charging authorities or bodies of each Contracting Party on the designated airlines of the other Contracting Party shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be assessed on the designated airlines of the other Contracting Party on terms not less favourable than the most favourable terms available to any other airline at the time the charges are assessed.

2. User charges imposed on the designated airlines of the other Contracting Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines using the services and facilities, 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 of paragraphs 1 and 2 of this Article. Each Contracting Party shall encourage the competent charging authorities 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.

4. Neither Contracting Party shall be held, in dispute resolution procedures pursuant to Article 23 of this Agreement, to be in breach of a provision of this Article, unless (i) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable amount of time; or (ii) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

Article 18

Flight 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, 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 mentioned in paragraph 1 that meet the standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with those standards. The other Contracting Party shall then take appropriate corrective action within an agreed time period. 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 paragraph Article 4 (Revocation of Authorization) of this Agreement.

3. Pursuant to Article 16 of the Convention, it is further agreed that any aircraft operated by or on behalf of an airline of one Contracting Party on service to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be 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 that this does not cause unreasonable delay in the operation of the aircraft.

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 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 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. 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 the airline operation. Each Contracting Party reserves the right to immediately suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party.

7. Any action 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 Austria has designated an airline whose regulatory control is exercised and maintained by an European Union Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State and in respect of the operating authorisation of that airline.

Article 19

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, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, and 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 agreement relating to the security of civil aviation which both Parties adhere to.

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, as a minimum, act in conformity with the aviation security provisions and technical requirements established by the International Civil Aviation Organization and designated as Annexes to the Convention, to the extent that such security provisions and requirements 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 or, in the case of the Republic of Austria, operators of aircraft which are established in the territory of Austria under the EU Treaties and have received an operating licence 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 such operators of aircraft shall be required to observe the aviation security provisions and requirements referred to in paragraph 3 above as required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party. For entry into, departure from, or while within the territory of Austria, operators of aircraft shall be required to observe aviation security provisions in conformity with European Union law. 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 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.

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, 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 such request shall constitute grounds to withhold, revoke, limit or impose 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 action 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 20

Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of one Contracting Party, including, in the case of the Republic of Austria, European Union laws and regulations, and unexpired shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services, provided always that such certificates or licences were issued or validated, equal or above the minimum standards established under the Chicago Convention.

2. Paragraph 1) also applies with respect to an airline designated by the Republic of Austria whose regulatory control is exercised and maintained by another European Union Member State.

3. Each Contracting Party, however, reserves the right to refuse to recognize, for flights above its own territory, certificates of competency and licences granted or validated to its own nationals by the other Contracting Party or by any other State.

Article 21

Social Aspects

1. The Contracting Parties recognise the importance of considering the effects of this Agreement on labour, employment and working conditions. The Parties agree to cooperate on labour matters within the scope of this Agreement, inter alia in relation to impacts on employment, fundamental rights at work, working conditions, social protection and social dialogue.

2. The Contracting Parties shall through their laws, regulations and practices promote high levels of protection in the labour and social domain of the civil aviation sector.

3. The Contracting Parties recognise the importance of the benefits that arise when the significant economic gains from open and competitive markets are combined with high labour standards for workers. The Contracting Parties shall implement this Agreement in a manner that contributes to high labour standards and to ensure that the rights and principles contained in their respective laws and regulations are not undermined but effectively enforced.

4. The Contracting Parties reaffirm their commitment, in accordance with their obligations deriving from the membership of the International Labour Organization (ILO) and the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up, adopted by the International Labour Conference at its 86th Session in 1998, to respect, promote and effectively implement and apply the Fundamental Rights and Principles at Work.

5. Each Contracting Party will make continued and sustained efforts towards ratifying, to the extent it has not yet done so, the fundamental ILO conventions.

Article 22

Environmental Protection

1. The Contracting Parties support the need to protect the environment by promoting the sustainable development of aviation.

2. When environmental measures are established, the aviation environmental standards adopted by the International Civil Aviation Organisation in Annexes to the Chicago Convention shall be followed except where differences have been filed.

3. Nothing in this Agreement shall be construed to limit the authority of the competent authorities of a Contracting Party to take all appropriate measures to prevent or otherwise address the environmental impacts of air transport, provided that such measures are fully consistent with their rights and obligations under international law and are applied without distinction as to nationality.

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 endeavour 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 an arbitrator, or the dispute may at the request of either Contracting Party be submitted 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 so nominated.

3. 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 of a notice through diplomatic channels requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of sixty (60) days.

4. If either of the Contracting Parties fails to nominate an arbitrator within the period specified or the third arbitrator is not appointed within in 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. In such case, the third arbitrator shall be a national of a third State and shall act as president of the tribunal and shall determine the place where the arbitration will be held. If the President considers that he is a national of a state, which cannot be regarded as neutral in relation to the dispute, the most senior Vice President who is not disqualified on that ground shall make the appointments. The arbitral tribunal shall reach its decision by a majority of votes.

5. The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

6. If and as long as either Contracting Party fails to comply with any decision given under paragraph (2) of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to a designated airline in default.

7. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties. Any expenses incurred by the President of the Council of the

International Civil Aviation Organization in connection with the procedures of paragraph (4) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

Article 24
Amendments

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations shall begin within a period of sixty (60) days from the date of the request, unless both Contracting Parties agree to an extension of this period. Any modification agreed in such consultations shall be approved by each Contracting Party in accordance with its legal procedures and shall enter into force on the first day of the second month after the Contracting Parties have notified each other through diplomatic channels that these procedures have been complied with.

2. Notwithstanding the provisions of paragraph 1 of this Article, amendments relating only to the Annex may be agreed upon between the aeronautical authorities of the Contracting Parties and shall become effective as agreed between them subject to the national laws and regulations of the Contracting Parties.

Article 25
Multilateral Conventions

If any multilateral convention concerning air transportation enters into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with Article 23 of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the said multilateral convention.

Article 26
Provision of Statistics

The aeronautical authorities of one Contracting Party shall supply the aeronautical authorities of the other Contracting Party, at their request, with such statistics as may be reasonably required for information purposes subject to the laws and regulations of each Contracting Party.

Article 27
Termination

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

2. In such case this Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement of the Contracting Parties prior to the expiry of such 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 the International Civil Aviation Organization.

Article 28
Registration with ICAO

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

Article 29
Entry into force

This Agreement shall enter into force on the first day of the second month after the Contracting Parties have notified each other through diplomatic channels that the procedures necessary for the entry into force of this Agreement have been completed.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement in duplicate in the English and German languages, all texts being equally authentic. In the case of differences in interpretation of provisions of this Agreement the English text shall prevail.

Done at Kigali on 19 July 2022

For the Austrian Federal Government	For the Government the Republic of Rwanda

Christian Feller
Ambassador

ANNEX

ROUTE SCHEDULE

1. Routes which may be operated by the designated airlines of Rwanda, in both directions:

Points of origin	Intermediate points	Points of destination	Points beyond
Any points in Austria	Any points	Any points in Rwanda	Any points

2. Routes which may be operated by the designated airlines of Austria, in both directions:

Points of origin	Intermediate points	Points of destination	Points beyond
Any points in Rwanda	Any points	Any points in Austria	Any points

3. Each designated airline may, when operating an agreed service on a specified route, on any or all flights and at its option:
   a. Operate flights in either or both directions;
   b. Combine different flight numbers within one aircraft operation;
   c. Serve intermediate and beyond points, as specified in paragraph 1 of this Annex, and points in the territories of the Parties on the routes in any combination and in any order;
   d. Omit stops at any point or points;
   e. Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes;
   f. Make stopovers at any points whether within or outside the territory of the other Contracting Party;
   g. Carry transit traffic through the other Contracting Party's territory; and
   h. Combine traffic on the same aircraft regardless of where such traffic originates;

4. Any intermediate points and points beyond may be served by the designated airline(s) of each Contracting Party without exercising Fifth Freedom traffic rights.

   The exercise of Fifth Freedom traffic rights may be agreed upon by the aeronautical authorities of the two Contracting Parties.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 011/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma Yunze Ubumwe ya Autriche na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 19 Nyakanga 2022	**Seen to be annexed to Law n° 011/2024 of 26/01/2024 approving ratification of the Air Services Agreement between the Austrian Federal Government and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 19 July 2022**	**Vu pour être annexé à la Loi n° 011/2024 du 26/01/2024 portant approbation de ratification l'Accord sur les services aériens entre le Gouvernement Fédéral Autrichien et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 19 juillet 2022**

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 012/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA RUBANDA YA BANGLADESH AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NEW DELHI MU BUHINDE, KU WA 12 MUTARAMA 2023	**LAW N° 012/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH, SIGNED AT NEW DELHI, INDIA, ON 12 JANUARY 2023**	**LOI N° 012/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE POPULAIRE DU BANGLADESH, SIGNÉ À NEW DELHI, INDE, LE 12 JANVIER 2023**
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ITEGEKO N° 012/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA RUBANDA YA BANGLADESH AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NEW DELHI MU BUHINDE, KU WA 12 MUTARAMA 2023	**LAW N° 012/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH, SIGNED AT NEW DELHI, INDIA, ON 12 JANUARY 2023**	**LOI N° 012/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE POPULAIRE DU BANGLADESH, SIGNÉ À NEW DELHI, INDE, LE 12 JANVIER 2023**
Twebwe, KAGAME Paul, Perezida wa Repubulika;	**We, KAGAME Paul,** President of the Republic;	**Nous, KAGAME Paul,** Président de la République ;
INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA	**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**	**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**
INTEKO ISHINGA AMATEGEKO:	**THE PARLIAMENT:**	**LE PARLEMENT :**
Umutwe w'Abadepite, mu nama yawo yo ku wa 19 Ukuboza 2023;	The Chamber of Deputies, in its sitting of 19 December 2023;	La Chambre des Députés, en sa séance du 19 décembre 2023;
Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo iya 64 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168 ;

Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Rubanda ya Bangladesh yo gutwara abantu n'ibintu mu kirere yashyiriweho umukono i New Delhi mu Buhinde, ku wa 12 Mutarama 2023;	After consideration of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the People's Republic of Bangladesh, signed at New Delhi, India, on 12 January 2023;	Après examen de l'accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Populaire du Bangladesh, signé à New Delhi, Inde, le 12 janvier 2023 ;
YEMEJE:	**ADOPTS:**	**ADOPTE :**
Ingingo ya mbere: Kwemera kwemeza burundu	**Article One: Approval for ratification**	**Article premier: Approbation pour ratification**
Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Rubanda ya Bangladesh yo gutwara abantu n'ibintu mu kirere yashyiriweho umukono i New Delhi mu Buhinde, ku wa 12 Mutarama 2023, ari ku mugereka, yemerewe kwemezwa burundu.	The Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the People's Republic of Bangladesh, signed at New Delhi, India, on 12 January 2023, in Annex, is approved for ratification.	L'accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Populaire du Bangladesh, signé à New Delhi, Inde, le 12 janvier 2023, en annexe, est approuvé pour ratification.
Ingingo ya 2: Ingingo y'ururimi	**Article 2: Language provision**	**Article 2: Disposition linguistique**
Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	This Law was drafted in English, considered and adopted in Ikinyarwanda.	La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
Ingingo ya 3: Gutangira gukurikizwa	**Article 3: Entry into force**	**Article 3: Entrée en vigueur**
Iri tegeko ritangira gukurikizwa ku munsi 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, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
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° 012/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA RUBANDA YA BANGLADESH AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NEW DELHI MU BUHINDE, KU WA 12 MUTARAMA 2023	**ANNEX TO LAW N° 012/2024 OF 26/01/2024 APPROVING RATIFICATION THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH, SIGNED AT NEW DELHI, INDIA, ON 12 JANUARY 2023**	**ANNEXE À LA LOI N° 012/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE POPULAIRE DU BANGLADESH, SIGNÉ À NEW DELHI, EN INDE, LE 12 JANVIER 2023**

AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA RUBANDA YA BANGLADESH AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NEW DELHI MU BUHINDE, KU WA 12 MUTARAMA 2023	**BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH, SIGNED AT NEW DELHI, INDIA, ON 12 JANUARY 2023**	**L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE POPULAIRE DU BANGLADESH, SIGNÉ À NEW DELHI, EN INDE, LE 12 JANVIER 2023**

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

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PREAMBLE

The Government of the Republic of Rwanda and the Government of the People's Republic of Bangladesh (hereinafter referred to individually as the "Contracting Party" respectively and collectively as the "Contracting Parties");

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;

Desiring to conclude an Agreement in conformity with and supplementary to the said Convention, 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; and

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 Authorities" means, in the case of Rwanda, the Ministry in charge of Civil Aviation or any other entity or person empowered to perform the functions exercised by the said authority, and, in the case of the People's Republic of Bangladesh, the Civil Aviation Authority of Bangladesh duly authorized by the Ministry of Civil Aviation and Tourism;

b) "Agreed Services" means scheduled International Air Services between and beyond the respective territories of Rwanda and Bangladesh for the transportation of passengers, baggage and cargo, separately or in any combination;

c) "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex;

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) "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 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" 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 that has been designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;

i) "tariffs" means the prices which the Designated Airlines charge for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including the commissions paid to agencies and other auxiliary services, 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; and

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) All references to the words in singular shall be construed to include the plural and all references to words in the plural shall be construed to include the singular as the context requires.

(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;

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 in the Route Schedule annexed to this Agreement; and

d) otherwise specified in this Agreement.

(3) Additionally, the Airline(s) of each Contracting Party, other than those designated under Article 3 (Designation and Authorisation) of this Agreement, shall also enjoy the rights specified in subparagraphs 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.

(7) All rights granted in this Article by each Contracting Party shall not be assigned to any other third party.

ARTICLE 3
DESIGNATION AND AUTHORISATION

(1) The Aeronautical Authorities of each Contracting Party shall have the right to designate one or more airline(s) 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 designations and any changes thereto shall be made in writing by the Aeronautical Authorities of the Contracting Party having designated the Airline to the Aeronautical Authorities 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, grant the appropriate operating authorisations with minimum procedural delay, provided:

(a) the incorporation and principal place of business of the airline are in the territory of the Contracting Party designating the Airline;

(b) the Contracting Party designating the Airline has and maintains effective regulatory control of the Airline;

(c) 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; and

(d) the Contracting Party designating the Airline is maintaining and administering the standards set forth in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement.

(3) When an airline has been so designated and authorised, it may begin at any time to operate the Agreed Services in whole or in part, provided that the Airline complies with the applicable provisions of this Agreement.

ARTICLE 4
WITHHOLDING, REVOCATION, SUSPENSION AND LIMITATION OF OPERATING AUTHORISATIONS

(1) The Aeronautical Authorities of each Contracting Party shall, with respect to an Airline designated by the other Contracting Party, have the right to withhold, revoke, suspend, limit, or impose conditions on the operating authorisation where:

(a) the Aeronautical Authorities are not satisfied that the incorporation and principal place of business of the Airline are in the territory of the Contracting Party designating the Airline; or

(b) the Aeronautical Authorities are not satisfied that the Contracting Party designating the Airline has and maintains effective regulatory control of the Airline; or

(c) the airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of International Air Services by the Contracting Party receiving the designation; or

(d) the other Contracting Party designating the Airline is not maintaining and administering the standards as set forth in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement; or

(e) the Airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

(2) Unless immediate action is essential to prevent further noncompliance with subparagraphs 1(b) or 1(c) of this Article, the rights established by this Article shall be exercised only after consultation with the Aeronautical Authorities of the other Contracting Party, as provided for in Article 21 (Consultations) of this Agreement.

(3) This Article does not limit the rights of either Contracting Party to withhold, revoke, limit, suspend, limit or impose conditions on the operating authorisation of a Designated Airline or Airlines of the other Contracting Party in accordance with the provisions of Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement

(4) In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 23 (Settlement of Disputes) shall not be prejudiced.

ARTICLE 5
APPLICATION OF LAWS

(1) While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the Designated Airline of other Contracting Party.

(2) While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the admission to, or departure from its territory of passengers, baggage, crew and cargo, on aircraft (including 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 of the other Contracting Party's Airlines.

(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 each 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 in direct transit shall be exempt from customs duties, excise taxes and other similar national and/or local fees and charges.

ARTICLE 6
AVIATION SAFETY

(1) Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party relating to Aeronautical facilities, flight crew, aircraft and operation of the designated airlines. Such consultations shall take place within thirty30 (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 any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the other Contracting Party shall be notified 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 15 (fifteen) days or such longer period as may be agreed shall be grounds for the application of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisations) 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 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 authorised representatives of the other Contracting Party, provided this does not cause unreasonable delay, in the operation of the aircraft. The purpose of this search shall be to verify the validity of the relevant aircraft documentation, the licensing of its flight crew, and the apparent condition of aircraft and its equipment (in this Article called "ramp inspection").

(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 licences in respect of that aircraft or in respect of the flight 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 those 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 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 7
AVIATION SECURITY

(1) Each Contracting Party may request consultations at any time concerning security standards in any area relating to crew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 (thirty) days of the request.

(2) 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.

(3) 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 *Montreal 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, and any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.

(4) 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 relevant threat to the security of civil aviation.

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

(6) 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.

(7) Each Contracting Party agrees that its operators of aircraft referred to in paragraph (6) of this

Article may be required to observe the aviation security provisions referred to in paragraph (4) of this Article applied by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party.

(8) 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.

(9) 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 occur, 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.

(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 Authorities of the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within 15 (fifteen) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisations) of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 of this Agreement prior to the expiry of 15 (fifteen) 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 8
MUTUAL RECOGNITION OF CERTIFICATES AND LICENCES

(1) Certificates of airworthiness, certificates of competency and licences issued, or rendered valid by one Contracting Party and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the Agreed Services on the specified routes, provided that the requirements under which such certificates and licences were issued, or rendered valid, are equal to or higher than the minimum requirements which are, or may be in the future, established under the Convention.

(2) Each Contracting Party, however, reserves the right to refuse to recognise, for flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

(3) If the privileges or conditions of the licences 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 ICAO, the Aeronautical Authorities of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under paragraph (2) of Article 6 of this Agreement, request consultations with the Aeronautical Authorities of the other Contracting Party in accordance with Article 21 (Consultations) of this Agreement, 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 paragraph (1) of Article 4 of this Agreement.

ARTICLE 9
CAPACITY

(1) The total capacity to be provided on the Agreed Services by the Designated Airlines of the Contracting Parties shall be agreed between, or approved by, the Aeronautical Authorities of both the Parties before the commencement of the operations, and thereafter according to anticipated traffic requirements.

(2) The Agreed Services to be operated by the Designated Airlines of the Contracting Parties shall have as their primary objective, the provision at reasonable load factors of capacity adequate to meet the traffic requirements between the territories of the two Contracting Parties.

(3) Each Contracting Party shall allow fair and equal opportunity for the Designated Airlines of both parties to operate the Agreed Services between their respective territories so as to achieve equality and mutual benefit, in principle by equal sharing of the total capacity between the Contracting Parties.

(4) Each Contracting Party and its Designated Airline(s) shall take into consideration the interests of the other Contracting Party and its Designated Airline(s) so as not to affect unduly the services which the latter provides.

(5) If, on review, the Contracting Parties fail to agree on the capacity to be provided on the Agreed Services, the capacity that may be provided by the Designated Airlines of the Contracting Parties shall not exceed the total capacity (including seasonal variations) previously agreed to be provided.

ARTICLE 10
APPROVAL OF SCHEDULES

(1) The Designated Airlines of each Contracting Party shall submit for approval to the Aeronautical Authorities of the other Contracting Party 30 (thirty) days prior to the inauguration of its International Air Services, the schedule of 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 of a Contracting Party wishes to operate ad-hoc flights supplementary to those covered in the approved schedules, it shall obtain prior permission of the Aeronautical Authorities of the Contracting Party concerned, which shall give positive and favorable consideration to such request.

ARTICLE 11
STATISTICS

The Aeronautical Authorities of each Contracting Party shall provide or cause its designated airlines to provide to the Aeronautical Authorities of the other Contracting Party, at their request, statistics relating to the traffic uplifted from and discharged in the territory of that other Contracting Party as may be reasonably required.

ARTICLE 12
COOPERATIVE MARKETING ARRANGEMENTS

(1) In operating or holding out the Agreed Services on the specified routes, any Designated Airline of one Contracting Party may enter into cooperative marketing arrangements such as code-sharing, blocked-space, free flow or any other joint venture arrangements with:

(a) an Airline(s) of the same Contracting Party, or

(b) an Airline(s) of the other Contracting Party; or

(c) an Airline(s) of a third country,

provided that all Airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned.

(2) In the event of code-sharing arrangement, the marketing Airline shall, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which Airline or Airlines will actually operate each sector of the service and with which Airline the purchaser is entering into a contractual relationship.

(3) The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-share flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary as provided for in paragraph (2) of this Article.

(4) All code-sharing arrangements shall have prior approval of the appropriate Aeronautical Authorities before implementation.

(5) It is the common understanding of both Contracting Parties that code-share services are not counted against the frequency entitlement of the marketing Airline.

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 selling and marketing International Air Services as well as for other ancillary products and facilities required for the provision of Air Services.

(2) The Designated Airlines of each Contracting Party shall be entitled, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial, operational, sales, technical and specialist personnel of any nationality and representatives as they may be required in connection with the provision of Air Services.

(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, organisation or company operating in the territory of the other Contracting Party and authorised 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 Services and its ancillary products and facilities in the territory of the other Contracting Party.

(5) The Designated Airlines of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such Air Services and its ancillary products and facilities in local currency or in any other freely convertible currency.

(6) The Designated Airline of each 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.

(7) Each Designated Airline shall have the right to provide their own ground handling services in the territory of the other Contracting Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorised for the provision of such services. Where the laws and regulations applicable to ground handling in the territory of one Contracting Party do not allow self-handling or limit the freedom to contract these services out, each Designated Airline shall be treated on a non-discriminatory basis as regards their

access to ground handling services provided by a supplier or suppliers.

(8) Notwithstanding anything contained in this Article, the exercise of rights under this Article shall be in accordance with the applicable domestic rules and regulations as well as domestic tax laws or applicable Double Taxation Avoidance Agreement.

ARTICLE 14
TARIFFS

(1) Each Contracting Party shall allow tariffs for air transportation to be established by each Designated Airline based upon commercial considerations in the marketplace. 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 that are artificially low.

(2) Each Contracting Party may require notification or filing of tariffs proposed by the Designated Airline(s) of the other Contracting Party for carriage to or from its territory at least 60 (sixty)days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the concerned Aeronautical Authority. Each Contracting Party shall have the right to approve or disapprove tariffs for one-way or round-trip carriage between the territories of the two Contracting Parties, which commences in its own territory.

(3) 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. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request for 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 30 (thirty) 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 an 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 tariff shall go into effect or continue in effect.

ARTICLE 15
CUSTOMS DUTIES AND OTHER CHARGES

(1) Each Contracting Party shall on the basis of reciprocity exempt the Designated Airlines of the other Contracting Party to the fullest extent possible under its national law 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 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 Airlines, as well as printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the Designated Airlines 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 Airlines.

(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; or

(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, 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 one 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 other Airline enjoys the same exemption(s) from that other Contracting Party.

ARTICLE 16
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, where practicable through those Airlines' representative organisations. Each Contracting Party shall encourage the competent charging bodies to provide users with reasonable notice whenever possible of any proposal for changes in user charges together with relevant supporting information and data, to enable users to express their views before the charges are revised.

ARTICLE 17
TRANSFER OF FUNDS

(1) Each Contracting Party shall grant 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 Services, 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 transfer 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, that other Contracting Party 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 transfer of funds between the two Contracting Parties, such agreement shall prevail.

ARTICLE 18
LEASING

(1) Each Contracting Party may prevent the use of leased aircraft for Air Services under this Agreement which does not comply with Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement.

(2) Subject to paragraph (1) of this Article, the Designated Airlines of each Contracting Party may use aircraft (or aircraft and crew) leased from any company, including other Airlines, provided that this would not result in a lessor Airline exercising traffic rights it does not have.

ARTICLE 19
INTERMODAL SERVICES

The Designated Airlines of each Contracting Party shall be permitted to use surface modes of transport, subject to the national laws and regulations of the Contracting Party receiving the Designated Airlines, in conjunction with the international passenger and/or cargo Air Services

ARTICLE 20
EXCHANGE OF INFORMATION

The Aeronautical Authorities of both Contracting Parties shall exchange information as needed in order to achieve close cooperation and agreement in all matters pertaining to the application of this Agreement.

ARTICLE 21
CONSULTATIONS

(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.

(2) Except as provided in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement, either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement and/or its Annex. Such consultations, which may be through discussion or correspondence, shall begin within

a period of 60 (sixty) days from the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 22
AMENDMENT OF AGREEMENT

(1) If either Contracting Party considers it desirable to amend any provision of this Agreement, it shall notify the other Contracting Party in writing on the need for amendment.

(2) Any amendment to this Agreement agreed upon by the Contracting Parties, shall enter into force upon the completion of the exchange of diplomatic notes confirming such agreement.

(3) Notwithstanding the provisions of paragraph (2) of this Article, any amendment of the Annex to this Agreement shall be agreed upon in writing between the Aeronautical Authorities of the Contracting Parties and shall enter into force on the date to be determined by the said Authorities.

(4) 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 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 consultations or through diplomatic channels.

(2) If the Contracting Parties fail to reach a settlement by consultations or through diplomatic channels, they may agree to refer the dispute for decision to some person or body, as they may agree on, for mediation.

(3) If the Contracting Parties do not agree to mediation, or if a settlement is not reached by consultations or through diplomatic channels, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of 3 (three)arbitrators which shall be constituted in the following manner:

(a) Within thirty 30 (thirty) days of receipt of a written 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 60 (sixty)days of the appointment of the second arbitrator;

(b) If within the time limits specified in subparagraph 3(a) of this Article, any appointment

has not been made, either Contracting Party may, in writing, request the President of the Council of the ICAO to make the necessary appointment within 30 (thirty)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 Contracting 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. At the direction of the tribunal, or at the written request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated shall be held not later than 30 (thirty) 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 45 (forty-five)days after the tribunal is fully constituted. Replies shall be due 60 (sixty) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within 30 (thirty) days after replies are due.

(6) The tribunal shall attempt to give a written decision within 30 (thirty) days after completion of the hearing or, if no hearing is held, 30 (thirty) days after both replies are submitted. The decision shall be taken by a majority vote.

(7) The Contracting Parties may submit written requests for clarification of the decision within 15 (fifteen) days after they receive the decision of the tribunal, and such clarification shall be issued within 15(fifteen) 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, each of 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 ICAO in implementing the procedures in subparagraph 3(b) of this Article.

(10) If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph (6) of this Article, the other Contracting Party may withhold, limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 24
REGISTRATION

This Agreement and any amendments thereto shall be registered upon their entry into force with the ICAO.

ARTICLE 25
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 ICAO. In such case the Agreement shall terminate 12 (twelve)months after the date of receipt of notice by the other Contracting Party, unless the notice to terminate is withdrawn before the expiry of this period, due to the agreement reached by the Contracting Parties

(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 14 (fourteen) days after the receipt of the notice by the ICAO.

ARTICLE 26
ENTRY INTO FORCE

(1) This Agreement shall enter into force on the date of the later note in an exchange of Notes through diplomatic channels between the Contracting Parties, confirming that their respective domestic requirements for bringing the Agreement into force have been complied with.

(2) Pending the entry into force of the Agreement in accordance with paragraph (1) of this Article, the Agreement shall be applied provisionally by the Contracting Parties from the date of its signature.

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

Done at NEW DELHI on this 12 day of January of the year 2023

.....

H.E Mrs. Jacqueline MUKANGIRA
High Commissioner
High Commission of the Republic of Rwanda in India

FOR AND ON BEHALF OF THE GOVERNMENT OF THE REPUBLIC OF RWANDA

.....

H.E Mr. Md. Mustafizur Rahman
High Commissioner
High Commission for the People's Republic of Bangladesh in India

FOR AND ON BEHALF OF THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

ANNEX

ROUTE SCHEDULE

Section 1:

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

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points	Any Points	Any Points	Any Points

Section 2:

Routes to be operated by the Designated Airline(s) of the People's Republic of Bangladesh

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points	Any Points	Any Points	Any Points

NOTES

(1) While operating an agreed service on a specified route, each Designated Airline may, in addition to the rights specified in Article 2 (Grant of Rights) of this Agreement, on any or all flights and at its option:

(a) operate flights in either or both directions;

(b) combine different flight numbers within one aircraft operation;

(c) serve intermediate and beyond points and points in the territories of the Contracting Parties on the routes in any combination and in any order;

(d) omit stops at any point or points;

(e) transfer traffic, including code-sharing operations, from any of its aircraft to any of its other aircraft at any point on the routes;

(f) serve points behind any point in the territory of the Contracting Party designating the

airline with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services; and

(g) make stopovers at any point whether within or outside the territories of the Contracting Parties.

(2) The designated airline(s) of either Contracting Party shall have the right to terminate its air services in the territory of the other Contracting Party.

(3) The Aeronautical Authorities of the Contacting Parties shall decide the capacity, frequency, intermediate points, beyond points in respect of the Agreed Services and the exercise of fifth freedom traffic rights by the Designated Airlines.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 012/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Rubanda ya Bangladesh yo gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i New Delhi mu Buhinde, ku wa 12 Mutarama 2023	**Seen to be annexed to Law n° 012/2024 of 26/01/2024 approving ratification the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the People's Republic of Bangladesh, signed at New Delhi, India, on 12 January 2023**	**Vu pour être annexé à la Loi n° 012/2024 du 26/01/2024 portant approbation de ratification de l'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Populaire du Bangladesh, signé à New Delhi, en Inde, le 12 janvier 2023**

Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
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° 013/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA BARBADOS NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 09 UGUSHYINGO 2022	**LAW N° 013/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF BARBADOS AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 09 NOVEMBER 2022**	**LOI N° 013/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE BARBADOS ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, RWANDA, LE 09 NOVEMBRE 2022**
ISHAKIRO **Ingingo ya mbere: Kwemera kwemeza burundu** **Ingingo ya 2: Ingingo y'ururimi** **Ingingo ya 3: Gutangira gukurikizwa**	**TABLE OF CONTENTS** **Article One: Approval for ratification** **Article 2: Language provision** **Article 3: Entry into force**	**TABLE DES MATIÈRES** **Article premier: Approbation pour ratification** **Article 2 : Disposition linguistique** **Article 3 : Entrée en vigueur**

ITEGEKO N° 013/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA BARBADOS NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 09 UGUSHYINGO 2022	**LAW N° 013/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF BARBADOS AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 09 NOVEMBER 2022**	**LOI N° 013/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE BARBADOS ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, RWANDA, LE 09 NOVEMBRE 2022**
Twebwe, KAGAME Paul, Perezida wa Repubulika;	**We, KAGAME Paul,** President of the Republic;	**Nous, KAGAME Paul,** Président de la République ;
INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA	**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**	**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**
INTEKO ISHINGA AMATEGEKO:	**THE PARLIAMENT:**	**LE PARLEMENT :**
Umutwe w'Abadepite, mu nama yawo yo ku wa 19 Ukuboza 2023 ;	The Chamber of Deputies, in its sitting of 19 December 2023;	La Chambre des Députés, en sa séance du 19 décembre 2023;
Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo iya 64 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168 ;

Imaze gusuzuma amasezerano hagati ya Guverinoma ya Barbados na Guverinoma ya Repubulika y'u Rwanda yo gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Kigali mu Rwanda, ku wa 09 Ugushyingo 2022;	After consideration of the Air Services Agreement between the Government of Barbados and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 09 November 2022;	Après examen de l'accord sur les services aériens entre le Gouvernement de Barbados et le Gouvernement de la République du Rwanda, signé à Kigali, Rwanda, le 09 novembre 2022 ;
YEMEJE:	**ADOPTS:**	**ADOPTE :**
Ingingo ya mbere: Kwemera kwemeza burundu	**Article One: Approval for ratification**	**Article premier: Approbation pour ratification**
Amasezerano hagati ya Guverinoma ya Barbados na Guverinoma ya Repubulika y'u Rwanda yo gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 9 Ugushyingo 2022, ari ku mugereka, yemerewe kwemezwa burundu.	The Air Services Agreement between the Government of Barbados and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 9 November 2022, in Annex, is approved for ratification.	L'accord sur les services aériens entre le Gouvernement de Barbados et le Gouvernement de la République du Rwanda, signé à Kigali, Rwanda, le 9 novembre 2022, en annexe, est approuvé pour ratification.
Ingingo ya 2: Ingingo y'ururimi	**Article 2: Language provision**	**Article 2 : Disposition linguistique**
Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	This Law was drafted in English, considered and adopted in Ikinyarwanda.	La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
Ingingo ya 3: Gutangira gukurikizwa	**Article 3: Entry into force**	**Article 3 : Entrée en vigueur**
Iri tegeko ritangira gukurikizwa ku munsi 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, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
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° 013/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA BARBADOS NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 09 UGUSHYINGO 2022	**ANNEX TO LAW N° 013/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF BARBADOS AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 09 NOVEMBER 2022**	**ANNEXE À LA LOI N° 013/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE BARBADOS ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 09 NOVEMBRE 2022**

AMASEZERANO HAGATI YA GUVERINOMA YA BARBADOS NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 09 UGUSHYINGO 2022	**AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF BARBADOS AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 09 NOVEMBER 2022**	**ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE BARBADOS ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 09 NOVEMBRE 2022**

AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF BARBADOS

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

The Government of Barbados and The Government of the Republic of Rwanda, hereinafter reffered to as the "Contracting Parties",

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing 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:

1. The term "**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 or 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;

2. The term "**Agreement**" means this Agreement, the Annex attached thereto and any Protocols or similar documents amending the present Agreement or the Annex;

3. The term "**Aeronautical Authorities**" means in the case of the Government of Barbados; the Minister responsible for Civil Aviation, and in the case of the Government of the Republic of Rwanda, the Ministry in charge of Civil Aviation, and in both cases any person or body authorized to perform any functions at present exercisable by the said authorities or similar functions;

4. The term "**Designated Airline**" means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;

5. The terms "**Air Service**", "**International Air Service**", "**Airline**" and "**stop for non-traffic purposes**", have the meanings respectively assigned to them in Article 96 of the Convention;

6. The term "**Capacity**" in relation to an aircraft means the payload of the aircraft available on the route or section of a route; and in relation to a specified air service means the capacity of aircraft, used on such service, multiplied by the frequency of the flights, operated by such an aircraft over a given period and route or section of route;

7. The terms "**Agreed Services**" and "**Specified Routes**" have the meaning respectively of scheduled international air services for the transport of passengers and cargo, including mail, separately or in combination and of routes specified in the Annex to this Agreement;

8. The term "**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;

9. The term "**User Charges**" means fees or rates levied to airlines for the use of airports, navigational facilities and including related services and facilities for aircraft, their crews, passengers and cargo offered by one Contracting Party to the other;

10. The term "**Territory**" in relation to a state has the meaning assigned to it in Article 2 of the Convention.

11. The term "**Caribbean Community (CARICOM)**" means the Community of States established by Article 2 of the Revised Treaty of Chaguaramas establishing the Caribbean Community and includes the CARICOM Single Market and Economy (CSME) established by the provisions of that Treaty. The term '**Caribbean Community Member State**" means a State that is a member of the Caribbean Community

ARTICLE 2
Applicability of Chicago Convention

The provisions of this Agreement shall be subject to the provisions of the Convention in so far as those provisions are applicable to international air services.

ARTICLE 3
Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of its scheduled and non-scheduled international air services:
   a) the right to fly across its territory without landing;
   b) the right to make stops in its territory for non-traffic purposes.

2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled and non-scheduled international air services on the routes specified in the appropriate section of the Schedules annexed to this Agreement. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route, the airlines designated by each Contracting Party shall enjoy in addition to the rights specified in paragraph 1 of this Article the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Schedules annexed to this Agreement for the purpose of taking on board and discharging passengers and cargo including mail, in combination or separately.

3. Nothing in paragraph (2) of this Article shall be deemed to confer on the designated airlines of one Contracting Party, the privilege of taking on board, in the territory of the other Contracting Party, passengers and cargo including mail carried for hire or reward and destined for another point in the territory of the other Contracting Party.

ARTICLE 4
Designation and Authorization

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline or airlines for the purposes of operating the agreed services on the specified route and to withdraw or alter the designation of any such airline or to substitute another airline for one previously designated.

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, with minimum procedural delay, grant to the airline(s) designated, the appropriate operating authorizations subject to such airline(s) meeting the requisite requirements of the Contracting Party's Aeronautical Authority for that authorization, provided that:

(a) In the case of an airline designated by Rwanda

(i) it is established in Rwanda and has a valid operating licence in accordance with the applicable laws of Rwanda; and

(ii) effective regulatory control of the airline is exercised and maintained by Rwanda as being responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation;

(b) In the case of an airline designated by Barbados:

EITHER

(i) it is established in the territory of Barbados and/or in a Caribbean Community (CARICOM) Member State and has a valid Operating Licence in accordance with the applicable laws of Barbados and/or as relevant, the applicable laws of that CARICOM Member State; and

(ii) effective regulatory control of the airline is exercised and maintained by Barbados or the CARICOM 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 substantially owned and effectively controlled by Barbados and/or a CARICOM Member State (s) and/or their nationals.

OR

(iv) the airline is incorporated and has its principal place of business in Barbados and holds a current Air Operator's Certificate issued by the aeronautical authority of Barbados;

AND

(v) 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 Rwanda.

3. 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 normally and reasonably applied to the operation of international air services by such 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 3 of this Agreement, in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that effective control of that airline is, in the case of Rwanda vested in Rwanda and in the case of Barbados, vested in Barbados, a CARICOM Member State(s) and/or their nationals.

5. When an airline has been so designated and authorized it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 8 of this Agreement, is in force in respect of the service.

ARTICLE 5
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 3 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:

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 the airline(s) in the case of Rwanda, is not as described in paragraph 2(a) of

Article 4 and in the case of Barbados is not as described in paragraph 2(b) of Article 4; or

d) in accordance with Article 13 (Aviation Safety) 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 13 (Aviation Safety) 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 23 (Settlement of Disputes) 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 infringement of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 6
Exemption from Customs and other Duties

1. Aircraft operated on international air services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, and aircraft stores (including food, beverages, tobacco) on board such aircraft shall be exempted from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies 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. The following shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed:

a) aircraft stores taken on board in the territory of a Contracting Party, and for use on board outbound aircraft engaged in an international air service of the other Contracting Party;

b) spare parts and regular equipment introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Contracting Party;

c) fuel and lubricants supplied in the territory of a Contracting Party to outbound aircraft of a designated airline of the other Contracting Party engaged in an international air service, even when these supplies are

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to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board;

d) advertising materials, uniform items and airline documentation having no commercial value used by the designated airlines of one Contracting Party in the territory of the other Contracting Party;

e) the office equipment introduced in the territory of either Contracting Party in order to be used in the offices of the designated airline of the other Contracting Party provided that such equipment is in the disposal of those offices during three (3) years from the date of their introduction into that territory and the principle of reciprocity applies.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.

3. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to a very simplified control. Baggage and cargo in direct transit only shall be exempt from customs duties and other similar taxes.

4. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of 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 territory. In such a 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 in accordance with customs regulations.

ARTICLE 7
Principles Governing Operation of Agreed Services

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the designated airline of one Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

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 for the carriage of passengers and cargo including mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo including mail both taken on board and discharged at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;

b) traffic requirements of the area through which the agreed service passes, after taking account of other transport services established by airlines of the States comprising the area; and
c) the requirements of through airline operation.

4. 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.

5. Each Contracting Party shall allow the designated airlines to determine the capacity and the number of frequencies to be operated based upon commercial consideration in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequencies or 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.

ARTICLE 8
Tariffs

1. Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. 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 that are artificially low.

2. Tariffs for international air transportation between the territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed tariffs to the Aeronautical Authorities of the Contracting Parties in a manner and format acceptable to those Aeronautical Authorities.

3. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by designated airlines of either Contracting Party for international air transportation. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph (1) of this Article, it shall request for 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 dissatisfactiqon 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 tariff shall go into effect or continue in effect.

ARTICLE 9
Approval of Time-Tables

The designated airline shall submit for approval to the Aeronautical Authorities of the other Contracting Party the flight time-table including the type of aircraft to be used as well as the capacity. This should be submitted not later than forty-five (45) days prior to the inauguration of the scheduled flights. This requirement shall also apply to later amendments. In special cases, if necessary, the mentioned time limit may be reduced after consultation between the mentioned Authorities.

ARTICLE 10
Provision of Statistics

The Aeronautical Authorities of a Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party at their 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 the Contracting Party referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

ARTICLE 11
Transfer of Earnings

Each Contracting Party shall grant to the designated airline of the other Contracting Party, the right of free transfer of the excess receipts over expenditure earned in the territory of the respective Contracting Party. Such transfer shall be effected on the basis of official exchange rates or where there are no official exchange rates, at the prevailing foreign exchange market rates for current payment.

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. Without limiting 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, and 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, done at Montreal on

24 February 1988, and the provisions of multilateral agreements which will become binding on 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, 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 on International Civil Aviation to the extent that such security provisions are applicable to both 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.

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.

5. 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 positive 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 occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such an incident or threat thereof.

7. Should one Contracting Party have problems with regard to the aviation security provisions of this Article, the aeronautical authorities of either Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party.

8. Failure to reach a satisfactory agreement within a period of fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the authorization and technical permissions of the airline or airline designated by another Party.

9. When required by an emergency, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

Article 13
Aviation Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. 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 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 fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 5 of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the 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 the airline or airlines of one Contracting Party in accordance with paragraph (3) above is denied by the 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) above arise and draw the conclusions referred in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorization of the airline of the other Contracting Party immediately in the

event the first Contracting Party concludes, whether as a result of a 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) above shall be discontinued once the basis for the taking of that action ceases to exist.

Article 14
User Charges

Any charge that may be imposed or permitted to be imposed by a Contracting Party for the use of airports and air navigation facilities by the aircraft of the other Contracting Party shall not be higher than those that would be paid by its national aircraft engaged in scheduled or non-scheduled international air services.

ARTICLE 15
Place of Taxation

1. The revenue derived from International traffic operations by an airline designated by a Contracting Party shall be taxable only in the State where the headquarters of the said airline are situated.

2. In case a particular Agreement exists between the Contracting Parties on this subject, the provisions of that Agreement shall be applicable.

ARTICLE 16
Applicability of National Legislation

1. The laws and regulations of one Contracting Party as to the entry into, stay in and departure from its territory of passengers, crew and cargo including mail, such as regulations relating to entry, clearance, immigration, passports, customs, currency, health and quarantine shall be complied with by or on behalf of such passengers, crew, cargo or mail carried by the designated airline of the other Contracting Party upon entrance into or departure from, or while within the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft while within its territory, shall be applied to aircraft of the designated airline of the other Contracting Party.

ARTICLE 17
Intermodal Services

The designated airlines of each Contracting Party shall be permitted to use surface modes of transport, subject to the national laws and regulations of the Contracting Party receiving the designated airlines, in conjunction with the international passenger and/or cargo air services.

ARTICLE 18
Code-share/Cooperative arrangements

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

   a) an airline(s) of the same Contracting Party, or

   b) an airline(s) of the other Contracting Party; or

   c) an airline(s) of a third country,

provided that all airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned.

2. The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-shared flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary information in the following ways:

   a) Orally and, if possible, in writing at the time of booking;
   b) In written form, on the ticket itself and/or (if not possible), on the itinerary document accompanying the ticket or on any other document replacing the ticket, such as a written confirmation, including information on whom to contact in case of a problem and a clear indication of which airline is responsible in case of damage or accident; and
   c) Orally again, by the airline's ground staff at all stages of the journey.

3. All code-sharing arrangements shall be notified to the appropriate Aeronautical Authorities prior to implementation.

4. When the designated airlines of each Contracting Party code-share as the marketing airlines, there shall be no limitation on capacity or frequency for their code-share services. There shall also be no capacity or frequency count against the entitlements of the designated airlines of that Contracting Party for their code-share services under this Agreement.

ARTICLE 19
Leasing

1. Each Contracting Party may prevent the use of leased aircraft for air services under this Agreement which does not comply with Article 13 (Aviation Safety) and Article 12 (Aviation Security) of this Agreement.

2. Subject to paragraph (1) of this Article, the designated airlines of each Contracting Party may use aircraft (or aircraft and crew) leased from any company, including other airlines, provided that this will not result in a lessor airline exercising traffic rights it does not have.

ARTICLE 20
Environmental Protection

The Contracting 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.

ARTICLE 21
Commercial Activities

Each Contracting Party shall permit the designated airline of the other Contracting Party to bring and maintain in the territory of the other Contracting Party, employees and other responsible personnel for the administration, technical and commercial operations of their air services activities in accordance with the entry, residence and employment rules and regulations of the other Contracting Party.

ARTICLE 22
Consultation

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 of, and satisfactory compliance with, the provisions of this Agreement and the annexed Schedules and shall consult when necessary to provide for modifications thereof.

2. Either Contracting Party may request consultation in writing which shall begin within a period of sixty (60) days of the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

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 endeavour 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; if they do not so agree, the dispute shall, at the request of either Contracting Party be submitted for decision to a tribunal of three (3) 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 sixty (60) 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 sixty (60) 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 International Civil Aviation Organization may, at the request of

either Contracting Party, appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

3. Each Contracting Party shall bear the costs of the arbitrator it has nominated as well as of its representation in the arbitral proceedings. The cost of the President and any other costs shall be borne in equal parts by the Contracting Parties.

4. The Contracting Parties shall comply with any stipulation, provisional ruling or final decision of the tribunal.

5. If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph (4) 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 24
Amendments

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, such modifications, if agreed between the Contracting Parties and if necessary after consultation in accordance with Article 22 of this Agreement, shall come into effect when confirmed by an exchange of notes, through the diplomatic channels.

2. If the amendment relates to the provisions of the Agreement other than those of the annexed Schedules, the amendment shall be approved by each Contracting Party in accordance with its constitutional procedures.

3. If the amendment relates only to the provisions of the annexed Schedules, it shall be agreed upon between the Aeronautical Authorities of both Contracting Parties.

ARTICLE 25
Registration with the International Civil Aviation Organization

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

ARTICLE 26
Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences 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 services provided for in this Agreement, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. Each Contracting Party

reserves the right, however, to refuse to recognize, for the purpose of flights above or landing within its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.

2. If the privileges or conditions of the licences or certificates referred to in paragraph (1) above, issued by the Aeronautical Authorities of one Contracting Party to any person or designated airline or in respect of an aircraft operating the agreed services on the specified routes would permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the Aeronautical Authorities of the other Contracting Party may request consultations in accordance with Article 22 of this Agreement with the Aeronautical Authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement will constitute grounds for the application of Article 5 of this Agreement.

ARTICLE 27
Conformity with Multilateral Conventions

If a general multilateral air transport convention or agreement comes into force in respect of both Contracting Parties, the present Agreement and its Annexes shall be deemed to be amended accordingly so as to conform with the provisions of the multilateral agreement.

ARTICLE 28
Annexes

Annexes to this Agreement shall be deemed to be part of the Agreement and all references to it shall include reference to the Annexes except where otherwise expressly provided.

ARTICLE 29
Termination

Either Contracting Party may at any time give notice in writing 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 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 the International Civil Aviation Organization.

ARTICLE 30
Entry into Force

This Agreement shall be approved according to the constitutional requirements in the country of each Contracting Party and shall come into force on the day of an exchange of diplomatic notes by the Contracting Parties.

In witness whereof, the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done at Kigali the 9th day of November 2022 in English language.

The Hon. Kerrie SYMMONDS
Senior Minister of Foreign Affairs and ForeignTrade
For the Government of Barbados

Dr. Ernest NSABIMANA
Minister of Infrastructure
For the Government of the Republic of Rwanda

ANNEX

Route Schedule 1

1. Routes to be operated by the designated airline(s) of Barbados:

(1)	(2)	(3)	(4)
From	**Intermediate Points**	**To**	**Beyond Points**
Any points in Barbados	Any points	Any points in the Republic of Rwanda	Any points

2. The designated airline(s) of the Government of the Republic of Barbados may, on all or any flights, omit calling at any of the points in columns (2) and (4) above, provided that the agreed services on these routes begin at a point in column (1).

Route Schedule 2

1. Routes to be operated by the designated airline(s) of Republic of Rwanda:

(1)	(2)	(3)	(4)
From	**Intermediate Points**	**To**	**Beyond Points**
Any points in the Republic of Rwanda	Any points	Any points in Barbados	Any points

2. The designated airline of the Government of the Republic of Rwanda may, on all or any flights, omit calling at any of the points in columns (2) and (4) above, provided that the agreed services on these routes begin at a point in column (1).

Note:

(*) The designated airline(s) shall be entitled to exercise the 5th freedom traffic rights for passenger or cargo flights separately or in combination with unlimited frequencies and with any type of aircraft.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 013/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Barbados na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 09 Ugushyingo 2022	**Seen to be annexed to Law n° 013/2024 of 26/01/2024 approving ratification of the Air Services Agreement between the Government of Barbados and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 09 November 2022**	**Vu pour être annexé à Loi n° 013/2024 du 26/01/2024 portant approbation de ratification de l'Accord sur les services aériens entre le Gouvernement de Barbados et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 09 novembre 2022**

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 014/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA YA COLOMBIA NA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I BOGOTÁ MURI COLOMBIA, KU WA 06 UKUBOZA 2021	LAW Nº 014/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF COLOMBIA AND THE REPUBLIC OF RWANDA, SIGNED AT BOGOTÁ, COLOMBIA, ON 06 DECEMBER 2021	LOI Nº 014/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L`ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DE COLOMBIE ET LA RÉPUBLIQUE DU RWANDA, SIGNÉ À BOGOTÁ, COLOMBIE, LE 06 DÉCEMBRE 2021
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Twebwe, KAGAME Paul, Perezida wa Repubulika;	**We, KAGAME Paul,** President of the Republic;	**Nous, KAGAME Paul,** Président de la République ;
INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA	**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**	**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**
INTEKO ISHINGA AMATEGEKO:	**THE PARLIAMENT:**	**LE PARLEMENT :**
Umutwe w'Abadepite, mu nama yawo yo ku wa 19 Ukuboza 2023;	The Chamber of Deputies, in its sitting of 19 December 2023;	La Chambre des Députés, en sa séance du 19 décembre 2023 ;
Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo iya 64 n`iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168;

Imaze gusuzuma amasezerano hagati ya Repubulika ya Colombia na Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Bogotá muri Colombia, ku wa 06 Ukuboza 2021;	After consideration of the Air Services Agreement between the Republic of Colombia and the Republic of Rwanda, signed at Bogotá, Colombia, on 06 December 2021;	Après examen de l'accord sur les services aériens entre la République de Colombie et la République du Rwanda, signé à Bogotá, en Colombie, le 06 décembre 2021;
YEMEJE:	**ADOPTS:**	**ADOPTE :**
Ingingo ya mbere: Kwemera kwemeza burundu	**Article One: Approval for ratification**	**Article premier: Approbation pour ratification**
Amasezerano hagati ya Repubulika ya Colombia na Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Bogotá muri Colombia, ku wa 06 Ukuboza 2021, ari ku mugereka, yemerewe kwemezwa burundu.	The Air Services Agreement between the Republic of Colombia and the Republic of Rwanda, signed at Bogotá, Colombia, on 06 December 2021, in annex, is approved for ratification.	L'accord sur les services aériens entre la République de Colombie et la République du Rwanda, signé à Bogotá, Colombie, le 06 décembre 2021, en annexe, est approuvé pour ratification.
Ingingo ya 2: Ingingo y'ururimi	**Article 2: Language provision**	**Article 2 : Disposition linguistique**
Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	This Law was drafted in English, considered and adopted in Ikinyarwanda.	La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
Ingingo ya 3: Gutangira gukurikizwa	**Article 3: Entry into force**	**Article 3 : Entrée en vigueur**
Iri tegeko ritangira gukurikizwa ku munsi 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, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 014/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA YA COLOMBIA NA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I BOGOTÁ MURI COLOMBIA, KU WA 06 UKUBOZA 2021	**ANNEX TO LAW N° 014/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF COLOMBIA AND THE REPUBLIC OF RWANDA, SIGNED AT BOGOTÁ, COLOMBIA, ON 06 DECEMBER 2021**	**ANNEXE À LA LOI N° 014/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DE COLOMBIE ET LA RÉPUBLIQUE DU RWANDA , SIGNÉ À BOGOTÁ, EN COLOMBIE, LE 06 DÉCEMBRE 2021**

AMASEZERANO HAGATI YA REPUBULIKA YA COLOMBIA NA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I BOGOTÁ MURI COLOMBIA, KU WA 06 UKUBOZA 2021	**AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF COLOMBIA AND THE REPUBLIC OF RWANDA, SIGNED AT BOGOTÁ, COLOMBIA, ON 06 DECEMBER 2021**	**ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DE COLOMBIE ET LA RÉPUBLIQUE DU RWANDA, SIGNÉ À BOGOTÁ, EN COLOMBIE, LE 06 DÉCEMBRE 2021**

AIR SERVICES AGREEMENT

BETWEEN THE REPUBLIC OF COLOMBIA AND THE REPUBLIC OF RWANDA

The Republic of Colombia and the Republic of Rwanda, hereinafter referred to as "the Parties",

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;

Willing to conclude a complementary air services agreement to the above mentioned Convention;

Desiring to establish an Agreement to foster the development of scheduled air services between and beyond their territories,

Desiring to organize, in a safe and orderly manner, international air services and to promote in the greatest possible measure international cooperation in respect of such services;

Have agreed as follows:

ARTICLE 1
DEFINITIONS

For the purpose of the present Agreement:

a) The term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, including any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under 2 Articles 90 and 94 (a) thereof, so far as those Annexes and amendments are applicable for both Parties;

b) The term "aeronautical authorities" means, in the case of the Republic of Colombia, the Unidad Administrativa Especial de Aeronautica Civil and in the case of the Republic of Rwanda, the Civil Aviation Authority, the Ministry in charge of civil aviation or, in both cases, any person or body authorized to perform any functions at present exercised by the said authorities or similar functions;

c) The term "designated airline" means any airline, which has been designated and authorised in accordance with Article 3 of the present Agreement;

d) The term "territory" has the meaning assigned to it in Article 2 of the Convention;

e) The terms "air service", "international air service", "airline" and "stop for non-traffic purposes", have the meanings assigned to them in Article 96 of the Convention;

f) The term “capacity” means the amount(s) of services provided under the agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo 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;

g) The term "tariff' means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents, but excluding remuneration and conditions for the carriage of mail;

h) The term "Agreement" means the current Air Services Agreement, its Annexes and amendments thereto and modifications;

i) The term "Annex" means the Annex to this Agreement as amended. The Annex forms an integral part of the Agreement and all references to the Agreement shall include reference to the Annex except where otherwise provided;

j) The term "intermodal services" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

k) The term "Party" means a State which has formally agreed to be bound by this agreement;

l) the term "User Charge" means a charge imposed on airlines by the competent authorities, or permitted by them to be imposed, for the provision of airport property or facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo;

ARTICLE 2
GRANT OF RIGHTS

1. Each Party grants to the other Party the rights specified in this Agreement for its designated airlines to operate or offer international air services in the routes specified in the Annex. Those routes and services will be named “Agreed Services” and “Specified Routes” respectively.

2. Subject to the provisions of this Agreement the airlines designated by each Party shall enjoy, while operating the agreed services on the specified routes, the following rights:

a) The right to fly across its territory without landing, and

b) The right to make stops in its territory for non-traffic purposes, and

c) The right to make stops in the territory of the other Party at the points specified in the Annex for the purpose of taking on board and disembarking passengers, baggage, cargo including mail, separately or in combination, destined for or coming from point(s) in the territory of the first Party.

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

4. Nothing in paragraph (2) shall be deemed to confer on the airlines designated by one Party the privilege of taking on board, in the territory of the other Party

passengers, baggage and cargo including mail for remuneration or hire and destined for another point in the territory of that other Party.

ARTICLE 3
DESIGNATION AND REVOCATION

1. Each Party shall have the right to designate in writing to the other Party as many airlines as it wishes to operate the agreed services [in accordance with the Agreement] and to withdraw or alter such designation.

2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorization [and technical permission], each Party shall grant the appropriate operating authorization with minimum procedural delay, provided that:

a) the airline is under the effective regulatory control of the designating State;

b) the Party designating the airline is in compliance with the provisions set forth in Article 15 (Safety) and Article 16 (Aviation Security); and

c) the designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

3. On receipt of the operating authorization of paragraph 2, a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.

4. Each Party shall have the right to revoke or suspend an operating authorization for the exercise of the rights specified in Article 3 of the present Memorandum by the designated airlines of the other Party or to impose such conditions as it may deem necessary on the exercise of such rights, if:

a) in the event that they are not satisfied that the airline is under the effective regulatory control of the designating State;

b) in the event of failure of the Party designating the airline to comply with the provisions set forth in Article 15 (Safety) and Article 16 (Aviation Security); and

c) in the event of failure that such designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

5. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Articles (Safety) or (Aviation Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the aeronautical authorities in conformity with Article (Consultation) of the Agreement.

ARTICLE 4
APPLICABILITY OF LAWS AND REGULATIONS

1. The laws and regulations of one Party shall apply to the navigation and operation of the aircraft of the airlines designated by the other Party during entry into, flying over, stay in and departure from the territory of the first Party.

2. The laws and regulations of one Party governing entry into, stay in and departure from its territory of passengers, crew, cargo or mail such as formalities regarding entry, exit, emigration, immigration, customs, health and quarantine shall apply to passengers, crew, cargo and mail carried by aircraft of the airlines designated by the other Party whilst they are within the said territory.

3. When applying such laws and rules, the Parties, -under similar circumstances- will confer to the designated airlines of the other Party a treatment not less favorable than the one provided to their own air lines or whatever other airline that provides identical international air services.

ARTICLE 5
EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft operated on international services by the airline(s) designated by each Party, as well as their regular equipment, consumable technical supplies, spare parts, supplies of fuel and lubricants and the aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Party, provided such equipment, supplies and aircraft 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. In addition, the following shall also be exempt from the same duties and taxes with the exception of charges corresponding to the service performed:

(a) aircraft stores taken on board in the territory of either Party, within limits fixed by the appropriate authorities of said Party, and for use on board the aircraft engaged on a specified route of the other Party;

(b) spare parts entered into the territory of either Party for the maintenance or repair of aircraft used on a specified route by the designated airline(s) of the other Party;

(c) fuel, lubricants and technical consumable supplies destined to supply aircraft operated on a specified route by the designated airline(s) of the other Party, even if these supplies are to be used on the part of the journey performed over the territory of the Party in which they are taken on board.

Materials referred to in sub-paragraphs (a), (b) and (c) of this paragraph may be required to be kept under customs supervision or control.

3. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Party may be unloaded in the territory of the other Party only with the approval of the customs authorities of that Party. 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 in accordance with customs regulations.

ARTICLE 6
AVOIDANCE OF DOUBLE TAXATION

Where a special Agreement for the avoidance of double taxation with respect to taxes on income and on capital exists between the Parties, its provisions shall be applied.

ARTICLE 7
USER CHARGES

1. User Charges that may be imposed and/or controlled by the competent charging authorities or bodies of each Party on the Airline(s) of the other Party shall be just, reasonable, not unjustly discriminatory, and equitably appointed among categories of users. In any event, any such User Charges shall be assessed on the Airlines of the other Party on terms not less favorable than the most favorable terms available to any other Airline at the time the charges are assessed.

2. User Charges imposed on the Airline(s) of the other Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation, and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Party shall encourage consultations between the competent charging authorities or bodies in its Territory and the Airline(s) using the services and facilities, and shall encourage the competent charging authorities or bodies and the Airline(s) to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs (1) and (2) of this Article.

4. Each Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for charges to enable users to express their views before changes are made.

5. Neither Party shall be held to be in breach of a provision of this Article, unless: (i) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or (ii) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

ARTICLE 8
TRAFFIC IN DIRECT TRANSIT

Passengers, baggage and cargo including mail in direct transit across the territory of either Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against the threat of unlawful interference, such as violence and air piracy and occasional measures for the combat of illicit drug traffic, be subject to no more than a simplified control. Baggage, cargo and mail in direct transit shall be exempt from custom duties, charges and other similar taxes.

ARTICLE 9
RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party and still in force shall be recognized as valid by the other Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. Each Party reserves the right, however, to refuse to recognize for the purpose of flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

ARTICLE 10
TARIFFS

1. Each Party shall allow tariffs for air services to be established by each airline based upon commercial considerations in the marketplace. Intervention by the 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 or to concerted practices among airlines; and

c) protection of airlines from tariffs that are artificially low due to direct or indirect governmental subsidy or support.

2. Each Party may require notification of tariffs proposed by designated airlines of the other Party for carriage to or from its territory.

3. Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (i) an airline of either Party for international air transportation between the territories of the Parties, or (ii) an airline of one Party for international air transportation between the territory of the other Party and any other country, including in both cases transportation on an

with the considerations set forth in paragraph 1 of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for amicable resolution of the issue. If the Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the tariff shall go into effect or continue in effect.

ARTICLE 11
COMMERCIAL REPRESENTATION AND ACTIVITIES

1.The airlines designated by each Party shall be allowed:

a) To establish in the territory of the other Party offices for the promotion of air transportation and sale of air tickets as well as, in accordance with the legislation of such other Party, other facilities required for the provision of air transportation;

b) To bring in and maintain in the territory of the other Party - in accordance with the legislation of such other Party relating to entry, residence and employment - managerial, sales, technical, operational and other specialist staff required for the provision of air transportation; and

c) In the territory of the other Party to engage directly and, at the airlines discretion, through its agents in the sale of air transportation.2. The airlines designated by each Party shall have the right to sell, in the territory of the other Party, air transportation and any person shall be free to purchase such transportation in the currency of that territory or in freely convertible currencies of other countries in accordance with the foreign exchange regulations in force.

ARTICLE 12
COMMERCIAL OPPORTUNITIES

1. Ground handling

Each designated airline shall have the right to provide its own ground handling services ("self-handling") in the territory of the other Party or otherwise to contract these services out ("third party-handling"), in full or in part, at its option, with any of the suppliers authorized for the provision of such services. Where or as long as the laws and regulations applicable to ground handling in the territory of one Party prevent or limit either the freedom to contract these services out or self-handling, each designated airline shall be treated on a nondiscriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

2. Leasing

The designated airlines of each Party shall be entitled to provide the agreed services

countries, provided that all participants in such arrangements meet the laws and regulations normally applied by the Parties to such arrangements. Neither Party shall require the airline providing the aircraft to hold traffic rights under this Agreement for the routes on which the aircraft will be operated.

3. Code Share

3.1 The Designated Airline(s) of both Parties may, either as a marketing airline or as an operating airline, freely enter into cooperative marketing arrangements including but not limited to blocked space, single commercial codes and/ or code share arrangements including third country code share arrangements, with any other airline or airlines.

3.2 Each Party may require the filing or approval of code share arrangements in accordance with the applicable legislation of each Party. The administrative burden of filing or approval requirements shall be minimized and all filings and approvals shall be dealt with promptly by the respective aeronautical authorities.

3.3 Such arrangements shall be accepted by the Aeronautical Authorities concerned, provided that the operating airlines in these arrangements have the underlying traffic rights and the marketing airlines have the required authorizations.

3.4 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, or in any case before boarding, which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

3.5 The Designated Airline(s) of each Party mas also offer code share services between any point (s) in the territory of the other Party, provided that such services are operated by an airline of the other Party.

3.6 The capacity provided under code share arrangements shall be counted only against the capacity entitlement of the operating airline. The capacity offered by the marketing airline shall not be counted against the capacity entitlement of the Party designating that airline.

4. Operational flexibility

Each designated airline may, on any or all flights on the agreed services and at its option, change aircraft in the territory of the other Party or at any point along the specified routes.

For the purpose of Change of Aircraft operations, a Designated Airline may use its own equipment and, subject to national regulations, leased equipment, and may operate under commercial and/or cooperative marketing arrangements with other Airlines.

A Designated Airline may use different or identical flight numbers for the Change of Aircraft operations.

ARTICLE 13
CONVERSION AND TRANSFER OF REVENUES

Each Party shall permit airline(s) of the other Party to convert and transmit abroad to the airline(s) choice of State, on demand, all local revenues from the sale of air transport services and associated activities directly linked to air transport in excess of sums locally disbursed, with conversion and remittance permitted promptly without restrictions, discrimination or charges in respect thereof at the rate of exchange applicable as of the date of the request for conversion and remittance.

ARTICLE 14
FAIR COMPETITION AND STATE AID

1. Each Party shall allow fair and equal opportunity for the designated airlines of both Parties to compete in providing the international air transport governed by this Agreement.

2. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transport it offers based upon commercial considerations in the marketplace in accordance with the frequencies agreed upon between the Parties. Consistent with this right, neither 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 Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

3. Neither Party shall impose on the other Party's Designated Airline(s) a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to Capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.

4. The parties may require the designated airlines of each Party to comply with the procedures for filing or approval of its schedules and itineraries. The administrative burden of filing and approvals requirements shall be minimized and all filings and approvals shall be dealt with promptly by the respective aeronautical authorities. In any case when a Party considers that the approval of schedules and routes of the other Party can lead to discriminatory practices with regard to the airlines of that Party, it may implement a procedure identical to the designated airlines of the other Party.

5. Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a Designated Airline of the other Party.

ARTICLE 15
SAFETY

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

2. If, following such consultations, one Party finds that the other 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 Party shall notify the other Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Party shall take appropriate corrective action. Failure by the other Party to take appropriate action within sixty (60) days or such longer period as may be agreed, shall be grounds for the application of paragraph (5) of Article 3 (Designation and Revocation) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the designated airlines of one Party on services to or from the territory of the other Party may, while within the territory of the other Party, be made the subject of an examination by the authorized representatives of the other 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 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 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 the airline or airlines of one Party in accordance with paragraph (3) of this Article is denied by a representative of that airline or airlines, the other 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 Party reserves the right to suspend or vary technical permissions as well as operating authorization of an airline or airlines of the other Party immediately in the event the first 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 the airline operation.

7. Any action by one 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 16
SECURITY

1. Consistent with their rights and obligations under international law, the 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. The Parties shall in particular act in conformity with the provisions of:

a) The Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963;

b) The Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970;

c) The Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971;

d) The Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988;

e) The Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991,

and any other multilateral agreement governing aviation security binding upon both Parties.

3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annexes to the Convention; 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. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes. Either Party may request immediate.

4. The 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.

5. Each Party agrees that its operators of aircraft shall be required to observe, for departure from or while within the territory of the other Party, aviation security provisions in conformity with the law in force in the country

6. Each 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.

7. Each Party shall also give sympathetic consideration to any request from the other 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 or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

9. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement within 30 days of the date of such request shall constitute grounds for application of paragraph (5) of Article 3 of this Agreement (designation and revocation). If required by a serious emergency, either Party may take interim action prior to the expiry of a month period.

ARTICLE 17
INTERMODAL SERVICES

Notwithstanding any other provision of this Agreement, airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for cargo to or from any points in the territories of the Parties or in third countries, 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. 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, according with the applicable legislation of each country.

ARTICLE 18
PROVISION OF STATISTICS

The aeronautical authorities of one Party shall supply the aeronautical authorities of the other Party, at their request, with such statistics as may be reasonably required for information purposes subject to the laws and regulations of each Party.

ARTICLE 19
CONSULTATIONS

1. The Parties, through the respective aeronautical authorities, shall

related to the interpretation and application of this Agreement, on request of either Party.

2. Such consultations shall begin within a period of sixty (60) days from the date of request of one Party.

ARTICLE 20
MODIFICATIONS

1. If either of the Parties considers it desirable to modify any provision of this Agreement, it may at any time request consultations with the other Party. Such consultations (which may be prepared by discussions between the aeronautical authorities), shall begin within a period of sixty (60) days from the date of the request, unless both Parties agree to an extension of this period.

2. Modifications so agreed upon shall be approved by each Party and shall enter into force on the first day of the second month, following the month in which the two Parties have notified each other by an exchange of diplomatic notes that the requirements for its entry into force under their respective legal procedures have been fulfilled.

3. Modifications to the Annex of this Agreement may be agreed directly between the aeronautical authorities of the Parties and enter into force when confirmed by an exchange of diplomatic notes.

ARTICLE 21
SETTLEMENT OF DISPUTES

1. If any dispute arises between the Parties relating to the interpretation or application of this Agreement, the Parties shall in the first place endeavor to settle it by negotiation.

2. If the Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to an arbitrator, or the dispute may at the request of either Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Party and the third to be appointed by the two so nominated.

3. Each of the Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Party from the other of a notice through diplomatic channels requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of sixty (60) days.

4. If either of the Parties fails to nominate an arbitrator within the period specified or the third arbitrator is not appointed within in the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the tribunal and shall determine the place where the arbitration will be held. If the President considers that he is a national of a state, which cannot be regarded as

disqualified on that ground shall make the appointments. The arbitral tribunal shall reach its decision by a majority of votes.

5. The Parties undertake to comply with any decision given under paragraph (2) of this Article.

6. If and as long as either Party fails to comply with any decision given under paragraph (2) of this Article, the other Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Party in default or to a designated airline in default.

7. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the Council of the International Civil Aviation Organization in connection with the procedures of paragraph (4) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE 22
TERMINATION

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

2. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other 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 Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 23
REGISTRATION

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

ARTICLE 24
APPLICABILITY OF MULTILATERAL AGREEMENTS AND CONVENTIONS

1. The provisions of the Convention shall be applicable to this Agreement.

2. If a multilateral agreement or convention, accepted by both Parties, concerning any matter covered by this Agreement, enters into force, the relevant provisions of that multilateral agreement or convention shall supersede the relevant provisions of this Agreement.

3. The Parties may consult each other to determine the consequences for the Agreement of the supersession, as mentioned under paragraph 2 of this Article and to agree upon required amendments to the Agreement.

ARTICLE 25
ENTRY INTO FORCE

This agreement shall enter into force on the first day of the second month that follows the month during which the two Parties have completed to notify each other by an exchange of diplomatic notes that the requirements for its entry into force under their respective legal procedures have been fulfilled.

In witness whereof the undersigned Plenipotentiaries, being duly authorized thereto by the respective Governments, have signed this Agreement.

Done in duplicate at Bogotá the 6th day of December of the year 2021 in the Spanish and English languages, all texts being equally authentic. In the case of differences in interpretation of provisions of this Agreement the English text shall prevail.

FOR THE REPUBLIC OF COLOMBIA

JAIR ORLANDO FAJARDO FAJARDO

Director General

Civil Aviation Authority

FOR THE REPUBLIC OF RWANDA

SILAS UDAHEMUKA

Director General

Civil Aviation Authority

ANNEX

to the Air Services Agreement between the Republic of Colombia and the Republic of Rwanda

Section I:

A. The airline(s) designated by the Republic of Rwanda shall be entitled to operate scheduled air services in both directions on routes specified hereafter:

Points of Origin	Intermediate Points	Points of Destination	Points beyond
Points in Rwanda	Any points	Points in Colombia	Any points

B. The airline(s) designated by the Republic of Colombia shall be entitled to Operate scheduled air services in both directions on routes specified hereafter:

Points of Origin	Intermediate Points	Points of Destination	Points beyond
Points in Colombia	Any points	Points in Rwanda	Any points

Section II:

Any intermediate points and points beyond may be served by the designated airline(s) of each Party without exercising Fifth Freedom traffic rights.

The exercise of Fifth Freedom traffic rights may be agreed upon by the aeronautical authorities of the two Parties.

Section III:

The designated airline(s) of either Party may, on any or all flights, omit calling at any of the intermediate and/or beyond points, provided that the agreed services on this route start and terminate in the territory of that Party.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 014/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Repubulika ya Colombia na Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Bogotá muri Colombia, ku wa 06 Ukuboza 2021	**Seen to be annexed to Law n° 014/2024 of 26/01/2024 approving ratification of the Air Services Agreement between the Republic of Colombia and the Republic of Rwanda, signed at Bogotá, Colombia, on 06 December 2021**	**Vu pour être annexé à Loi n° 014/2024 du 26/01/2024 portant approbation de ratification de l'Accord sur les services aériens entre la République de Colombie et la République du Rwanda, signé à Bogotá, en Colombie, le 06 décembre 2021**

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 015/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA CUBA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 MATA 2022	LAW Nº 015/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE BILATERAL AGREEMENT ON AIR SERVICES BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CUBA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 26 APRIL 2022	LOI Nº 015/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE CUBA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, RWANDA, LE 26 AVRIL 2022
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ITEGEKO N° 015/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA CUBA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 MATA 2022	LAW N° 015/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE BILATERAL AGREEMENT ON AIR SERVICES BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CUBA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 26 APRIL 2022	LOI N° 015/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE CUBA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, RWANDA, LE 26 AVRIL 2022
Twebwe, KAGAME Paul, Perezida wa Repubulika;	**We, KAGAME Paul,** President of the Republic;	**Nous, KAGAME Paul,** Président de la République ;
INTEKO ISHINGA AMATEGEKO:	**THE PARLIAMENT:**	**LE PARLEMENT:**
Umutwe w'Abadepite, mu nama yawo yo ku wa 19 Ukuboza 2023.;	The Chamber of Deputies, in its sitting of 19 December 2023;	La Chambre des Députés, en sa séance du 19 décembre 2023;
Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo iya 64 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168;
Imaze gusuzuma amasezerano hagati ya Guverinoma ya Repubulika ya Cuba na Guverinoma ya Repubulika y'u Rwanda yo gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 Mata 2022;	After consideration of the Bilateral Agreement on Air Services between the Government of the Republic of Cuba and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 26 April 2022;	Après examen de l'accord bilatéral sur les services aériens entre le Gouvernement de la République de Cuba et le Gouvernement de la République du Rwanda, signé à Kigali, Rwanda, le 26 avril 2022;
YEMEJE:	**ADOPTS:**	**ADOPTE :**

Ingingo ya mbere: Kwemera kwemeza burundu	**Article One: Approval for ratification**	**Article premier : Approbation pour ratification**
Amasezerano hagati ya Guverinoma ya Repubulika ya Cuba na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 Mata 2022, ari ku mugereka, yemerewe kwemezwa burundu.	The Bilateral Agreement on Air Services between the Government of the Republic of Cuba and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 26 April 2022, in annex, is authorized for ratification.	L'accord bilatéral sur les services aériens entre le Gouvernement de la République de Cuba et le Gouvernement de la République du Rwanda, signé à Kigali, Rwanda, le 26 avril 2022, en annexe, est autorisé pour ratification.
Ingingo ya 2: Ingingo y'ururimi	**Article 2: Language provision**	**Article 2 : Disposition linguistique**
Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	This Law was drafted in English, considered and adopted in Ikinyarwanda.	La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
Ingingo ya 3: Gutangira gukurikizwa	**Article 3: Entry into force**	**Article 3 : Entrée en vigueur**
Iri tegeko ritangira gukurikizwa ku munsi 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**,** 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 015/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA CUBA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 MATA 2022	**ANNEX TO LAW N° 015/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE BILATERAL AGREEMENT ON AIR SERVICES BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CUBA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 26 APRIL 2022**	**ANNEXE À LA LOI N° 015/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE CUBA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 26 AVRIL 2022**

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BILATERAL AGREEMENT ON AIR SERVICES

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF CUBA

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

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PREAMBLE

The Government of the Republic of Rwanda and the Government of the Republic of Cuba (hereinafter referred to individually as "Rwanda" and "Cuba" respectively and collectively as the "Parties");

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944;

Desiring to enter into force a supplemental agreement to the said Convention, 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 preserving friendship, understanding and co-operation between the peoples of both countries;

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 jeopardize the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation;

Desiring to make it possible for airlines to offer the travelling and shipping public a variety of services options, and to encourage individual Airlines to develop and implement innovative and competitive prices;

Desiring to facilitate the expansion of international air transportation opportunities;

HAVE AGREED AS FOLLOWS:

ARTICLE 1
DEFINITIONS

1) For the purpose of this Agreement, unless the context otherwise requires, the term:

a) "aeronautical authorities" means, in the case of the government of the Republic of Rwanda, the Ministry in charge of Civil Aviation; and in the case of the government of the Republic of Cuba, this power is held and exercised by the Ministry of Transport, through the Civil Aviation Institute of Cuba, IACC by its Spanish initials; or, in both cases, their successors or any natural or legal person or body who may be authorized to perform any functions at present exercisable by the above-mentioned authorities or similar functions;

b) "agreed services" means scheduled international air services between and beyond the respective territories of Rwanda and Cuba for the transportation of passengers, cargo and mail, separately or combined.

c) "Agreement" means this Agreement, its Annex prepared pursuant thereto and any amendment to the Agreement or to the Annex;

d) ¨air service¨, ¨airline¨, ¨international air service¨ and ¨ stop for non-traffic purposes¨ will have the meaning respectably assigned to them in Article 96 of the Convention;

e) "capacity" means the amount or amounts of services provided under this Agreement, measured by the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country to country) or on a route during a specific period, that is to know, whether daily, weekly, seasonally or annually;

f) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes: i) any amendments thereof that have entered into force under Article 94 a) of the Convention and that have become effective for both Parties; and ii) any annexes or amendments adopted under Article 90 of said Convention, insofar as such annexes or amendments have become effective, at any time, for both Parties;

g) "airlines" means an airline(s) which has(have) been designated and authorized to operate the agreed services in accordance with Article 3 (Designation and Authorization) of this Agreement;

h) "tariff" means any rate for the carriage of passengers, cargo and mail, and the conditions governing the availability of such rates, including the paid fees to agencies and other auxiliary services; but excluding remuneration and conditions for the carriage of mail;

i) "territory", in relation to the Republic of Rwanda, has the meaning assigned to it in Article 2 of the Chicago Convention; in relation to the Republic of Cuba, means the island of Cuba, the Isle of Youth, the adjacent isles and cays, the inland waters and the territorial sea in the breadth set forth by law, the airspace extending over them and the radio spectrum.

j) "user charges" means a charge made to airlines by the competent authority or permitted by that authority to be made, for the provision of airport facilities, assets and/ or air navigation facilities, including services and facilities of aviation security for aircraft, their crews, passengers, cargo and mail;

2) All references to words in the singular shall be construed to include the plural and all references to words in the plural shall be construed to include the singular, as the context requires.

3) In implementing this Agreement, the Parties shall act in accordance with the provisions of the Convention, whether are applicable to international air services.

ARTICLE 2
GRANT OF RIGHTS

1) Each Party grants to the other Party the rights specified in this Agreement to allow their designated airlines establishing and operating the agreed services.

2) The airlines designated by each Party shall enjoy the following rights:

a) The right to fly without landing across the territory of the other Party;

b) the right to make stops in the territory of the other Party for non-traffic purposes;

c) the right to make stopovers in its territory at the point(s) of the route(s) specified in the Annex to this Agreement, for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, separately or in combination, while rendering the Agreed Service.

d) the rights otherwise specified in this Agreement.

3) Also, the Airline(s) of each Party, other than those designated under Article 3 (Designation and Authorization) of this Agreement, shall also enjoy the rights specified in paragraph (1) subparagraphs (a) and (b) of this Article.

4) Nothing in this Article shall be deemed to confer on the designated airlines of each Party the right to take on board, in the territory of the other Party, passengers, cargo and mail, carried for remuneration or hire and destined for another point in the territory of the other Party.

5) If because of armed conflict, political disturbances or developments, or special or unusual circumstances, the designated airline of one Party is unable to operate a service on its normal routing, the other Party shall use its best efforts to facilitate the continued operation of such service through temporarily and appropriate rearrangements of such routes, as it may be mutually agreed by the Parties.

6) The airlines designated shall have the right to use all the airways, airports and other facilities provided by the Parties on a non-discrimination basis.

7) All the rights granted in this Article by each Party shall not be assigned to any other third party.

ARTICLE 3
DESIGNATION AND AUTHORIZATION

1) The aeronautical authorities of each Party shall have the right to designate one or more airline(s) for the purpose of operating the agreed services on the routes specified and to withdraw or alter such designations of any of the said airlines, or to substitute an airline already designated by another. Such designations or any alterations thereof, shall be transmitted in writing, through diplomatic channels, by the aeronautical authorities of the Party that has designated the airline to the aeronautical authorities of the other Party, all of which will be performed and communicated to the other party through diplomatic channels.

2) On receipt of such a designation, substitution or alteration of the same, and at the request of the designated airline, in the form and manner prescribed, the other Party shall grant the appropriate operating authorization with minimum administrative delay, provided that:

a) the incorporation and principal place of business of the designated airline are in the territory of the Party designating the airline;

b) effective regulatory control of the airline is exercised and maintained by the Party designating the airline;

c) the designated airline is able to satisfy the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by the Party which is considering the request(s); and

d) the Party designating the airline maintains and administrates the rules established in Article 6 (Safety) and Article 7 (Security) of this Agreement.

3) Once an airline has been designated and authorized thereof, may at any time begin to operate the agreed services, in its entirety or in part, provided that said airline complies with all the relevant provisions of this Agreement.

ARTICLE 4

DENIAL OF GRANTING, REVOCATION AND LIMITATION OF THE AUTHORIZATION

1) The aeronautical authorities of each Party shall have the right, regarding a designated airline by the other Party to withhold revoke, suspend, deny or impose conditions on the operating authorization when:

a) it considers that the designated airline has no principal place of business in the territory of the Party designating it;

b) it considers that the Party designating the airline does not exercise and maintains the effective normative (regulatory) control of the airline.

c) the airline is not qualified to fulfil other conditions prescribed under the laws and regulations normally applied to the operation of international air services by

the Party receiving the designation; or in any other case where reciprocation, equal opportunities and mutual benefit are not guaranteed.

d) the other Party designating the airline does not maintain nor administrates the rules established in Article 6 (Safety) and Article 7 (Security) of this Agreement; or

e) the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

f) in any other case where reciprocation, equal opportunities and mutual benefit are not guaranteed.

2) Unless immediate measure is essential to prevent infringement in paragraph 1, subparagraphs (b) or (c) of this Article, or that the safety or the security requires measures in accordance with the provisions of Article 6 ¨ safety¨ and Article 7 ¨security¨, the rights under this Article shall be exercised only after consultations between the aeronautical authorities of the Parties as it has been established in Article 21 (Consultations) of this Agreement.

3) This Article does not limit the rights of any of the Party to withhold, revoke, deny, suspend, limit or impose conditions on the operating authorization of one or several designated airlines of the other Party, in accordance with Article 6 (Safety) and Article 7 (Security) of this Agreement.

4) In case a Party takes action pursuant to this Article, the rights of the other Party will not be undermined, pursuant to Article 23 (Settlement of Disputes)

ARTICLE 5
APPLICATION OF LAWS

1) The laws and regulations related to the operation and navigation of such aircraft, when entering or leaving the territory of one Party, or within its territory, shall be met by the designated airline of the other Party.

2) When entering or leaving the territory of one Party, the laws and regulations related to the entry into and departure from its territory of passengers, mail, crew and cargo in aircrafts (including the regulations related to the entry into, dispatch, security, immigration, passports, customs, currency, health, quarantine and health measures, or in the case of mail, the postal laws and regulations) shall be met by or in behalf of the said passengers, mail, crew and cargo of the airlines of the other Party.

3) Neither Party shall give preference to its own or any other airline over a designated airline(s) of the other Party in the application of the laws and regulations provided for in this Article.

4) Passengers, baggage and cargo in direct transit through the territory of each Party and not leaving the area of the airport reserved for such purpose, shall be subject to no more than a simplified control, except for reasons referring to safety measures against violence, air piracy and narcotics control. Baggage and cargo

in direct transit shall be exempt from customs duties, special taxes and other taxes and similar charges of national and/or local character.

ARTICLE 6
SAFETY

1) Each Party may request consultations, at any time, concerning safety standards adopted by the other Party relating to aeronautical facilities, flight crew, aircraft and the operation of designated airline. Such consultations shall take place within thirty (30) days of that request.

2) If, following such consultations, one Party determines that the other Party does not effectively maintain and administer safety standards in any such are, that are at least equal to the minimum standards established at that time, pursuant to the Convention, the other Party shall be notified of those findings and the steps considered necessary to conform with those minimum standards, and the other Party shall take appropriate corrective action. Failure by the other 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 (Withholding, Revocation, Suspension and Limitation of Operating Authorization) of this Agreement.

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

4) If any such ramp inspection or a series of ramp inspections gives rise to serious concerns that:

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

The 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 licenses in respect of that aircraft or in respect of the flight crew of that aircraft have been issued or rendered valid, or that the requirements under which the 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 or airlines of one Party in accordance with paragraph (3) of this Article is denied by the representative of an airline, the other 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 Party reserves the right to suspend or modify the operating authorization of the airline of the other Party immediately, in the event the first 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 guarantee safety of the operation of the aircraft of an airline.

7) Any action by one 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.

8) With reference to second paragraph of this Article, if it is determined that one of the Parties remain in non-compliance with the norms established pursuant to the Convention, when the agreed time period was lapsed, ICAO the Secretary General should be advised thereof.

9) When one of the Parties has designated to an airline, whose regulatory control is exercised and maintained by a third State, the rights of the other Party pursuant to this Article, they shall by applied equally regarding the adoption, exercise and maintenance of the safety norms of that third State, and regarding the operating authorization of that airline.

ARTICLE 7
SECURITY

1) Each Party may request consultations at any time concerning security standards adopted by the other Party in any area relating to crew, aircrafts or its operation. Such consultations shall take place within thirty (30) days of that request.

2) Consistent with their rights and obligations under international law, the Parties ratify that their obligation to each other to protect the safety of civil aviation against acts of **unlawful interference** forms an integral part of this Agreement.

3) Without limiting the generality of their rights and obligations under international law, the 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, 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, and any other convention and protocol relating to the security of civil aviation which both Parties adhere to.

4) The Parties shall provide, upon request, all practicable assistance 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.

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

6) Also, the Parties shall require that operators of aircraft of its registry or operators of aircraft that 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, applicable to the Parties.

7) Each Party agrees that such aircraft operators referred to in paragraph (6) of this Article shall comply with the aviation security provisions referred to in paragraph (4) of this Article, as required by the other Party for entry into, departure from, or while within, the territory of that other Party.

8) Each Party shall ensure that effective measures are applied within its territory to protect the aircraft and to inspect safety of its passengers, crew, carry-on items, as well as to carry out appropriate safety checking of baggage, cargo and aircraft stores prior to and during boarding and loading. Likewise, each Party agrees on considering positive any request from the other Party for reasonable special security measures to meet a particular threat.

9) When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the security of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof, to the extent practicable under the circumstances.

10) When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the aeronautical authorities of the first Party may request immediate consultations with the aeronautical authorities of the other 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 (Withhold, Revocation, Suspension and Limitation of Operating Authorization) of this Agreement. When justified by an emergency, a Party may take interim action under paragraph 1) of Article 4 of this Agreement prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Party with the security provisions of this Article.

11) Each Party shall adopt the measures deemed feasible to assure that an aircraft of the other party, subject to acts of unlawful seizure or other acts of unlawful interference that has landed in its territory, to be detained on ground, unless its departure becomes a need due to the absolute duty to protect the lives of its passengers and crew.

ARTICLE 8
MUTUAL RECOGNITION OF CERTIFICATES AND LICENSES

1) Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party and still in force, shall be recognized as valid by the other Party for the purpose of operating the agreed services on the routes scheduled, provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards established, or may be established in the future, pursuant to the Convention.

2) Each Party reserves the right, however, to refuse to recognize, for the purpose of flights above within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

3) If the privileges or conditions of licenses or certificates issued or rendered valid by one Party, permit a difference from the minimum standards established under the Convention, whether or not that difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Party may, without prejudice to the rights of the first Party pursuant to paragraph 2 of Article 6 of this Agreement, request consultations with the aeronautical authorities of the other Party, in accordance with Article 21 (Consultations) of this Agreement, with the Party with a view to satisfying itself that the practice in question is acceptable to it. If a satisfactory agreement is not met, arises a reason for implementation of paragraph 1 of Article 4 of this Agreement.

ARTICLE 9
FAIR COMPETITION

1) Each Party shall have equal opportunity for the designated airlines **to operate the specified routes** under this Agreement.

2) Each Party shall take action, within its jurisdiction, to eliminate all forms of discrimination and anticompetitive or destructive practices in the exercise of the rights and powers under this Agreement.

3) Each Party shall allow the designated airlines to determine the capacity and number of frequencies to operate based on trade commercial considerations. In accordance to this right, any Party shall limit unilaterally the traffic volume, the frequencies or service regularity or the type or types of aircrafts operated by the designated airlines of the other Party, except to the extent required by the customs, technical, operational or environmental requirements under equal conditions consistent with Article 15 of the Convention.

4) Neither Party shall impose to the designated airlines of the other Party a priority requirement, an escalation ratio, any objection fee or any other requirement on capacity, frequency or traffic that is inconsistent with the purposes of this Agreement.

ARTICLE 10
APPROVAL OF SCHEDULES

1) The designated airline of each Party shall submit, for the approval of the aeronautical authorities of the other Party, the envisaged flight schedules thirty (30) days prior to the operation of its international air services, the program will specify the frequency, type of aircraft and period of validity. This requirement shall apply to any modification thereof.

2) For supplementary special flights which the designated **airline** of one Party wishes to operate outside the schedules approved, that airline must obtain prior permission from the aeronautical authorities of the Party of the matter, which will consider positive and favorable such request.

ARTICLE 11
STATISTICS

1) The aeronautical authorities of each Party shall provide or shall make their designated airlines to provide the aeronautical authorities of the other Party a request of the statistics, those relevant to the traffic boarded and disembarked in the territory of that other Party, as it may be reasonably required.

ARTICLE 12
COOPERATIVE MARKETING ARRANGEMENTS

1) In operating or offering the agreed services on the specified routes, any designated airline of one Party may enter into cooperative marketing arrangements such as code sharing, blocked space, free or any other type of joint venture arrangements with:

a) an airline or airlines of the same Party, or

b) an airline or airlines of the other Party; or

c) an airline or airlines of a third country, provided that all the airlines participating in the such agreements hold the appropriate authority to operate on the routes and segments concerned.

2) In case of a one code sharing agreement, the marketing airline shall, in respect of any tickets sold, clarify the purchaser at the point of sale which airline will actually operate each service sector and with which airline the purchaser is entering into a contractual relationship.

3) The Party agree to take the necessary action to ensure that clients are fully informed and protected with respect to code sharing flights operating to or from their territory and that, as a minimum, passengers are provided with the necessary according to paragraph 2 of this Article.

4) All the code sharing agreements shall have the prior approval of the relevant aeronautical authorities before its implementation.

5) Both Parties have the common understanding that the code sharing services are not calculated based on the frequency right of the marketing airline.

ARTICLE 13
COMMERCIAL ACTIVITIES

1) The designated airlines of each Party shall have the right to establish, in the territory of the other Party, offices for the sale and marketing of international air services, as well as for other products and supporting facilities necessary for rendering air services.

2) The designated airlines of each Party shall have the right, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, to bring into and maintain in the territory of the other Party their own managerial, operational, sales, technical, and specialized staff of any nationality and representatives that may be necessary related to rendering the air services.

3) The said representatives and the personnel requirements referred to in paragraph 2 of this Article may, according to the designated **airline** choice, be met by its own staff of any nationality or by using the services of any other airline, body or company operating in the territory of the other Party and that is authorized to render such services in the territory of the same.

4) The designated airlines of each Party shall have the right, either directly or at its discretion, through agents, to the selling of air services and related products and facilities in the territory of the other Party.

5) The designated airlines of each Party shall have the right to sell, and any person shall be free to purchase such air services and related products and facilities in local currency or in any other in freely convertible currency.

6) The designated airline of each Party shall have the right to pay for local expenses, in the territory of the other Party in local currency or, provided thereto is carried out in any freely convertible currency according to local currency regulations.

7) Each designated airline shall have the right to render their own ground assistance services in the territory of the other Party or to hire those services, fully or partially, at its choice with any of the authorized suppliers for rendering such services. When the laws and regulations, relevant to the ground assistance services in the territory of one Party, do not allow the self-assistance or limit the freedom to hire them, each one of the designated airlines shall receive a non-discriminatory treatment in respect to its access to the ground assistance services rendered by one or several suppliers.

ARTICLE 14
TARIFFS

1) Each Party shall allow tariffs for scheduled air services to be established by each airline based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

a) the prevention of tariffs whose implementation constitutes an anticompetitive and discriminatory practice, that have, may have or intends to have the effect of obstructing a competitor or exclude him out of a route;

b) the protection of consumers against tariffs that are unreasonably high or unreasonably restrictive due to the abuse of a dominant position; and

c) the protection of designated airlines against tariffs which are artificially low.

2) Tariffs for international air transportation between the territories of the Parties shall not be required to filed. Notwithstanding the foregoing, the designated airlines of the Parties shall continue to provide immediate access, upon request, to information on historical, existing and proposed tariffs to the aeronautical authorities of the Parties, in a manner and format acceptable to those aeronautical authorities.

3) Neither Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by the designated airline by any of the Parties for international air transportation. If either Party believes that any such tariff is inconsistent with the provisions set forth in paragraph 1 of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction in the shortest possible time period. Such consultations shall take place no more than thirty (30) days of the receipt of request, and the Parties shall cooperate to secure the necessary information for reasoned resolution of the issue. If the Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each 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 15
CUSTOMS DUTIES AND OTHER CHARGES

1) Each Party shall, on the basis of reciprocity, exempt a designated airline of the other Party to the fullest extent possible under its national laws, from restrictions on imports, customs duties, direct or indirect taxes, inspection fees, and other national and/or local duties and charges on aircraft, as well as their standard equipment, fuel, lubricating oils, maintenance equipment, aircraft tools, non-durable technical supplies, spare parts including engines, standard aircraft equipment; including, among others, food, beverages, liquor, tobacco and other products for sale to or use by passengers during the flight and other items indicated for use or used solely in connection with the operation or servicing of aircraft of the designated airline, as well as printed air waybills, staff uniforms,

computers or bill printers used by the designated airlines to book or issue the bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that 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 Party by or on behalf of the designated airline of the other Party;

b) retained on board aircraft of one designated airline of one Party upon arrival in or leaving the territory of the other Party and/or consumed during flight over said territory; or

c) taken on board aircraft by the designated airline on one Party in the territory of the other Party and intended for use in operating the agreed air services.

Whether or not such items are used or consumed wholly within the territory of the Party granting the exemption, provided the ownership of such items is not transferred in the territory of the said Party.

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

4) The exemptions provided for by this Article shall also apply to cases where a designated airline of one Party has entered into arrangements with another airline for the loan or transfer in the territory of the other Party of the regular equipment and the other items specified in paragraph (1) of this Article, provided such other airline similarly enjoys such exemption(s) from the other Party.

ARTICLE 16
USER CHARGES

1) Each Party shall do its best to assure that user charges to be imposed or permitted to be imposed, by its relevant charging bodies to the designated airlines of the other Party for the use of airports and other aviation facilities, are fair and reasonable. Such charges are based on solid economic principles and shall not be higher than those paid by other airlines for said services.

2) Neither Party shall give preference, regarding the user charges, to its own airline or to any other airline operating similar international air services and shall not impose nor permit to be imposed on the airline or designated airlines of the other Party user charges higher than those imposed on its own airlines or designated airlines operating similar international air services, that use similar aircrafts and facilities and associated services.

3) Each Party shall encourage consultations between its competent charging bodies and the designated airlines using the services and facilities, where

practicable through those airlines' representative organizations. Each Party shall encourage the competent charging bodies that, whenever possible, reasonable notice of any proposals for changes in user charges, along with the relevant information and additional data, should be given to such users to enable them to express their views before changes are made.

ARTICLE 17

REMITTANCE OF EARNINGS

1) Each Party shall grant the designated airlines of the other Party the right to transfer freely the excess of revenues over expenditure incurred by such airlines in its territory in connection with the sale of air services, the sale of other ancillary products and services, as well as commercial interest earned on such revenues (including interest earned on deposits pending transfer). Such transfers shall be made in any convertible currency, in accordance with the exchange regulations of the Party in whose territory the income has accrued. Such transfer shall be made on the basis of official exchange rates or, where there is no official exchange rate, such transfers shall be made on the basis of the exchange rates prevailing in the foreign exchange market for current payments.

2) If a Party imposes restrictions on the transfer of excess revenues over expenses by the designated airlines of the other Party, the latter shall have the right to impose reciprocal restrictions on the designated airlines of the first Party.

3) In the event that there is a special agreement between the Parties for the transfer of funds between the two Parties, such agreement shall prevail.

ARTICLE 18
LEASING

1) Each Party may prevent the use of leased aircrafts for air services under this Arrangement, which does not comply with Article 6 (Safety) and Article 7 (Security) of this Agreement.

2) Subject to paragraph 1 of this Article, the designated airlines of each Party may use aircrafts (or aircraft and crew) leased from any company, including other airlines, provided that this will not result in a lessor airline exercising traffic rights it does not have.

ARTICLE 19
INTERMODAL SERVICES

1) The designated airline of each Party shall, subject to the domestic laws and regulations of the Party receiving the designated airlines, be permitted to use surface modes of transport, in conjunction with its international passenger and/or cargo air services.

ARTICLE 20
EXCHANGE OF INFORMATION

1) The aeronautical authorities of both Parties shall exchange the necessary information to achieve a broad cooperation and agreement in all matters relevant to the application of this Agreement.

ARTICLE 21
CONSULTATIONS

1) In the spirit of close cooperation, the aeronautical authorities of the Parties shall consult with each other, from time to time, with a view to ensure the implementation to and satisfactory compliance with the provisions of this Agreement.

2) Except as provided in Article 6 (Safety) and Article 7 (Security) of this Agreement, either Party may, at any time, request consultations on the implementation, interpretation, application or amendment to this Agreement and/ or its Annex. Such consultations, which may be through discussion or by writing, shall begin within a period of sixty (60) days from the date of receipt of such request, unless otherwise agreed by the Parties.

ARTICLE 22
AMENDMENTS TO THE AGREEMENT

1) If either Party may consider appropriate to amend any provision of this Agreement, shall notify by written to the other Party of the need of such amendment.

2) Any amendment of this Agreement agreed by the Parties shall enter into force once ended the exchange of diplomatic notes ratifying said agreement.

3) Notwithstanding the provisions of paragraph 2 of this Article, all amendments of the Annex of this Agreement may be made in writing between the aeronautical authorities of the Parties and shall come into force on the date determined by the said authorities.

4) This Agreement shall be considered, upon being subject to the necessary changes, amended by the provisions of any international convention or multilateral agreement to be binding for both Parties.

ARTICLE 23
SETTLEMENT OF DISPUTES

1) If any dispute arises between the Parties relating to the interpretation or application of this Agreement, the Parties shall, in the first place, try to settle it by consultations or through diplomatic channels.

2) If the Parties fail to reach a settlement of the dispute by consultations or through diplomatic channels, it may be referred to such person or body as they may agree on, for it to act as mediator.

3) If the Parties do not accept mediator, Parties agree that such disputes shall be settled under the procedure of settlement of disputes as set by the ICAO;

ARTICLE 24
REGISTRATION WITH ICAO

1) This Agreement and any amendment thereto shall be registered upon its entering into force with the international Civil Aviation Organization.

ARTICLE 25
TERMINATION

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

In such case, this Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Party unless the notice is withdrawn by agreement before the end of this period.

2) If the Party does not receive acknowledgement of receipt, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by the International Civil Aviation Organization.

ARTICLE 26

ENTRY INTO FORCE

This Agreement shall enter into force thirty (30) days after the receipt of the last notice through diplomatic channels confirming the Parties have fulfilled all the relevant internal procedures necessary for the entry into force of this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized by their Governments, have signed this Agreement, drawn up in two original copies, in Spanish and English languages, being all the texts equally authentic. Each Party keeps an original text in each language for its implementation. In case of dispute, the English text shall prevail.

Done in Kigali on the 26 day of the month of April. of the year 2022.

FOR THE GOVERNMENT OF THE REPUBLIC OF CUBA

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

ROUTE SCHEDULE

Schedule 1:

Routes to be operated by the designated airlines of Rwanda:

POINTS OF ORIGIN	INTERMEDIATE POINTS	POINTS OF DESTINATION	BEYOND POINTS
Any Point in the Republic of Rwanda	Any Point	Any Point in the Republic of Cuba	Any Point

Schedule 2:

Routes to be operated by the designated Airlines of Cuba:

POINTS OF ORIGIN	INTERMEDIATE POINTS	POINTS OF DESTINATION	BEYOND POINTS
Any Point in the Republic of Cuba	Any Point	Any Point in the Republic of Rwanda	Any Point

NOTES:

1) While operating an agreed service on a specified route, each designated airline may, in addition to the rights specified in Article 2 (Grant of Rights) of this Agreement, on any or all flights and at its option:

a) operate flights in one or both directions;

b) combine different flight numbers within one aircraft operation;

c) serve intermediate and beyond points and points in the territories of the Parties on the routes, in any combination and in any order;

d) omit stopovers at any point or points;

e) transfer traffic, including under code-sharing arrangements, from any of its aircraft to any of its other aircraft at any point on the routes;

f) serve points behind any point in the territory of the Party designated by the airline, with or without change of aircraft or flight number and may offer and advertise such services to the public as through direct services; and

g) make stopovers between any points whether within or outside the territories of the Parties;

2) The designated airline(s) of each Party shall have the right to terminate its air services in the territory of the other Party.

3) the designated airline(s) of each Party shall have the right to exercise the traffic rights of fifth freedom in any intermediate and/or beyond point of its own choice while operating any type of service (passengers and/or cargo, separately or combined) upon approval of both Parties.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 015/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika ya Cuba na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 Mata 2022	**Seen to be annexed to Law n° 015/2024 of 26/01/2024 approving ratification of the Bilateral Agreement on Air Services between the Government of the Republic of Cuba and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 26 April 2022**	**Vu pour être annexé à la Loi n° 015/2024 du 26/01/2024 portant approbation de ratification de l'Accord bilatéral sur les services aériens entre le Gouvernement de la République de Cuba et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 26 avril 2022**

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 016/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA NA REPUBULIKA YA CZECH AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I ABUJA MURI NIGERIA, KU WA 05 UKUBOZA 2022	LAW Nº 016/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE CZECH REPUBLIC, SIGNED AT ABUJA, NIGERIA, ON 05 DECEMBER 2022	LOI Nº 016/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DU RWANDA ET LA RÉPUBLIQUE TCHÈQUE, SIGNÉ À ABUJA, NIGERIA, LE 05 DÉCEMBRE 2022
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ITEGEKO N° 016/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA NA REPUBULIKA YA CZECH AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I ABUJA MURI NIGERIA, KU WA 05 UKUBOZA 2022	**LAW N° 016/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE CZECH REPUBLIC, SIGNED AT ABUJA, NIGERIA, ON 05 DECEMBER 2022**	**LOI N° 016/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DU RWANDA ET LA RÉPUBLIQUE TCHÈQUE, SIGNÉ À ABUJA, NIGERIA, LE 05 DÉCEMBRE 2022**
Twebwe, KAGAME Paul, Perezida wa Repubulika;	**We, KAGAME Paul,** President of the Republic;	**Nous, KAGAME Paul,** Président de la République ;
INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA	**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**	**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**
INTEKO ISHINGA AMATEGEKO:	**THE PARLIAMENT:**	**LE PARLEMENT :**
Umutwe w'Abadepite, mu nama yawo yo ku wa 19 Ukuboza 2023;	The Chamber of Deputies, in its sitting of 19 December 2023;	La Chambre des Députés, en sa séance du 19 décembre 2023;
Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo iya 64 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168;
Imaze gusuzuma amasezerano hagati ya Repubulika y'u Rwanda na Repubulika ya	After consideration of the Air Services Agreement between the Republic of Rwanda	Après examen de l'accord sur les services aériens entre la République du Rwanda et la

Czech yo gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Abuja muri Nigeria, ku wa 05 Ukuboza 2022;	and the Czech Republic, signed at Abuja, Nigeria, on 05 December 2022;	République Tchèque, signé à Abuja, Nigéria, le 05 décembre 2022 ;
YEMEJE:	**ADOPTS:**	**ADOPTE :**
Ingingo ya mbere: Kwemera kwemeza burundu	**Article One: Approval for ratification**	**Article premier: Approbation pour ratification**
Amasezerano hagati ya Repubulika y'u Rwanda na Repubulika ya Czech yo gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Abuja muri Nigeria, ku wa 05 Ukuboza 2022, ari ku mugereka, yemerewe kwemezwa burundu.	The Air Services Agreement between the Republic of Rwanda and the Czech Republic, signed at Abuja, Nigeria, on 05 December 2022, in annex, is approved for ratification.	L'Accord sur les Services aériens entre la République du Rwanda et la République Tchèque, signé à Abuja, Nigéria, le 05 décembre 2022, en annexe, est approuvé pour ratification.
Ingingo ya 2: Ingingo y'ururimi	**Article 2: Language provision**	**Article 2 : Disposition linguistique**
Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	This Law was drafted in English, considered and adopted in Ikinyarwanda.	La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
Ingingo ya 3: Gutangira gukurikizwa	**Article 3: Entry into force**	**Article 3 : Entrée en vigueur**
Iri tegeko ritangira gukurikizwa ku munsi 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, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 016/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA NA REPUBULIKA YA CZECH AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I ABUJA MURI NIGERIA, KU WA 05 UKUBOZA 2022	**ANNEX TO LAW N° 016/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR TRANSPORT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE CZECH REPUBLIC, SIGNED AT ABUJA, NIGERIA, ON 05 DECEMBER 2022**	**ANNEXE À LA LOI N° 016/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD DE TRANSPORT AÉRIEN ENTRE LA RÉPUBLIQUE DU RWANDA ET LA RÉPUBLIQUE TCHÈQUE, SIGNÉ À ABUJA, AU NIGERIA, LE 05 DÉCEMBRE 2022**

AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA NA REPUBULIKA YA CZECH AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I ABUJA MURI NIGERIA, KU WA 05 UKUBOZA 2022	**AIR TRANSPORT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE CZECH REPUBLIC, SIGNED AT ABUJA, NIGERIA, ON 05 DECEMBER 2022**	**ACCORD DE TRANSPORT AÉRIEN ENTRE LA RÉPUBLIQUE DU RWANDA ET LA RÉPUBLIQUE TCHÈQUE, SIGNÉ À ABUJA, AU NIGERIA, LE 05 DÉCEMBRE 2022**

AIR TRANSPORT AGREEMENT

between

the Republic of Rwanda

and

the Czech Republic

The Republic of Rwanda and the Czech Republic, hereinafter referred to as Contracting Parties;

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944; and

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

Have agreed as follows:

Article 1

Definitions

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

(a) the term "Convention" means the Convention on International Civil Aviation opened for signature at 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, 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 Ministry in charge of Civil Aviation, and in the case of the Czech Republic the Ministry of Transport and, or, in both cases, any other authority legally empowered to perform the functions exercised by the said aeronautical authorities;

(c) the term "designated airline" means each airline that one Contracting Party has designated in writing to the other Contracting Party and which has been authorized in accordance with Article 3 of this Agreement to operate the agreed services on the specified routes in conformity with paragraph (1) of Article 2 of this Agreement;

(d) the terms "territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning respectively assigned to them in Articles 2 and 96 of the Convention;

(e) the term "capacity" in relation to the agreed services means the available seat capacity of the aircraft used on such services, multiplied by the frequency operated by such aircraft over a given period on a route or section of a route;

(f) the term "tariff" means the prices or charges to be paid for carriage of passengers, baggage and cargo (excluding remuneration and conditions for the carriage of mail) and the conditions under which those prices and charges apply, including commissions to be paid on the carriage for agency services, charges and conditions for any services ancillary to such carriage which are offered by airlines and also include any significant benefits provided in association with the carriage;

(g) the term "Annex" means the Annex to this Agreement or as amended in accordance with the provisions of Article 21 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;

(h) the term "EU Treaties" means the Treaty on European Union and the Treaty on the functioning of the European Union.

Article 2

Traffic Rights

(1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating international air services by the designated airline (hereinafter called "agreed services") over the routes specified in the appropriate section of the Annex (hereinafter called "specified routes").

(2) Subject to the provisions of this Agreement the designated airline of each Contracting Party shall enjoy, while operating the agreed services on the specified routes, the following rights:

(a) the right to fly without landing across the territory of the other Contracting Party;

(b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes;

(c) the right to embark and disembark in the territory of the other Contracting Party at points specified in the Annex passengers, baggage and cargo including mail, separately or in combination, destined for or coming from points in the territory of the first Contracting Party; and

(d) the right to embark and disembark in the territory of the third countries at the points specified in the Annex passengers, baggage and cargo including mail, separately or in combination, destined for or coming from points in the territory of the other Contracting Party, specified in the Annex.

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

(4) Nothing in paragraph (2) of this Article shall be deemed to confer on the designated airline of one Contracting Party the right of embarking, 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 Authorization

(1) Each Contracting Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services for such a Contracting Party and to withdraw the designation of any airline or to substitute another airline for one previously designated. Such designation shall be effected by virtue of written notification between the aeronautical authorities of both Contracting Parties.

(2) The aeronautical authorities, which have received the notification of designation, shall, subject to the provisions of paragraphs (3) and (4) of this Article, grant without delay to the designated airline of the other Contracting Party the necessary operating authorizations.

(3) The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

(4) The aeronautical authorities of each Contracting Party shall have the right to refuse to accept the designation of an airline and to refuse to grant the operating authorization referred to in paragraph (2) of this Article, or to impose such conditions as it may deem

necessary for the exercise of the rights specified in Article 2 of this Agreement, whenever the Contracting Party has no proof that:

(a) in the case of an airline designated by the Czech Republic

(i) the airline is established in the territory of the Czech Republic 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 European Union Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authorities are clearly identified in the designation;

(b) 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 effective regulatory control of the airline is exercised and maintained by the Republic of Rwanda; and

(ii) the airline has its principal place of business in the territory of the Republic of Rwanda.

(5) When an airline has been designated and authorized in accordance with this Article, it may operate in whole or in part the agreed services for which it is designated, provided that the airline complies with the applicable provisions of this Agreement.

Article 4

Revocation and Suspension of Operating Authorization

(1) The aeronautical authorities of each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement of the designated airline of the other Contracting Party or to impose such conditions, temporary or permanent, as it may deem necessary on the exercise of such rights, if:

(a) in the case of an airline designated by the Czech Republic

(i) the airline is not established in the territory of the Czech Republic 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 European Union Member State responsible for issuing its Air Operator's

Certificate or the relevant aeronautical authorities are not clearly identified in the designation;

(b) 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 effective regulatory control of the airline is not exercised or not maintained by the Republic of Rwanda; or

(ii) the airline does not have its principal place of business in the territory of the Republic of Rwanda;

(c) an airline fails to prove before the aeronautical authorities of that Contracting Party granting those rights an ability to fulfil the conditions under the laws and regulations applied by these authorities in conformity with the provisions of the Convention; or

(d) an airline otherwise fails to operate in accordance with the conditions prescribed by this Agreement.

(2) Unless immediate action is essential to prevent further infringement of the laws and regulations referred to above, the rights enumerated in paragraph (1) of this Article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party. Unless otherwise agreed by the aeronautical authorities, such consultations between the aeronautical authorities of both Contracting Parties shall begin within a period of sixty (60) days from the date of request made by either aeronautical authorities.

Article 5

Application of Laws, Regulations and Procedures

(1) While entering, within or leaving the territory of one Contracting Party, laws, regulations and procedures in force in its territory relating to the operation and navigation of aircraft shall be complied with by the other Contracting Party's airlines.

(2) The laws, regulations and procedures in force in the territory of one Contracting Party relating to admission to, stay in, transit through, or departure from its territory of passengers, crews, baggage and cargo including mail, such as laws, regulations and procedures relating to entry, exit, immigration, passports, customs, currency, quarantine, health, veterinary or sanitary measures, shall apply to passengers, crew, baggage, cargo and mail carried by the aircraft of the designated airline of the other Contracting Party upon entry into or departure from or while within the territory of the said Contracting Party.

(3) In the application of its customs, immigration, quarantine and similar regulations, neither Contracting Party shall give preference to its own or any other airlines over an airline of the other Contracting Party engaged in similar international air services.

Article 6

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) 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, 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 and any other multilateral agreement governing 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 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; they shall require that operators of aircraft who have their principal place of business or permanent residence in the territories of the Contracting Parties or, in the case of the Czech Republic, operators of aircraft who 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 territories act in conformity with such aviation security provisions.

(5) 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 laws and regulations in force in that Contracting Party, including, in the case of the Czech Republic, European Union law.

(6) 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.

(7) Each Contracting Party shall give a sympathetic consideration to any request from the other Contracting Party for reasonable 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 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.

(9) When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of 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 thirty (30) days from the date of the delivery of such request shall constitute grounds for application of Article 4 of this Agreement. If required by a serious emergency, either Contracting Party may take interim action prior to the expiry of this period.

Article 7

Aviation Safety

(1) Certificates of airworthiness, certificates of competency and licences issued, or rendered valid, in accordance with the rules and procedures of one Contracting Party, including, in the case of the Czech Republic, European Union law, and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services, provided that such certificates and licences are at least equal to or above the minimum standards which are established pursuant to the Convention.

(2) Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or by any other State.

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

(4) 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 fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 4 of this Agreement.

(5) Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or, under the lease agreement, on behalf of 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.

(6) 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 the 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 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.

(7) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by, or, on behalf of an airline of one Contracting Party in accordance with paragraph (5) 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 (6) of this Article arise and draw the conclusions referred to in that paragraph.

(8) Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline 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.

(9) Any action by one Contracting Party in accordance with paragraphs (4) or (8) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

(10) Where the Czech Republic has designated an airline whose regulatory control is exercised and maintained by another European Union Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State and in respect of the operating authorization of that airline.

Article 8

Customs Provisions, Duties and Taxes

(1) Each Contracting Party shall exempt the designated airline of the other Contracting Party from import restrictions, customs duties, indirect taxes, inspection fees and other national and local duties and charges on aircraft, fuel, lubricants, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and food (including liquor, tobacco, beverages and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use solely in connection with the operation or servicing of aircraft of the designated airline of such Contracting Party operating the agreed services, as well as printed tickets stock, air way-bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that designated airline.

(2) The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article:

(a) introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party;

(b) retained on board aircraft of the designated airline of one Contracting Party upon arriving in and until leaving the territory of the other Contracting Party; and

(c) taken on board aircraft of the 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 of a 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 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 in accordance with customs regulations.

(4) The exemptions provided for by this Article shall also apply in respect of consumable technical supplies, spare parts including engines and regular airborne equipment in situations where the designated airline of either Contracting Party has entered into arrangements with another airlines for the loan or transfer in the territory of the other Contracting Party provided such other airlines similarly enjoy such exemptions from such Contracting Party. Such loans and transfer shall be announced by airline to respective customs authorities.

(5) Nothing in this Agreement shall prevent the Czech Republic from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airline of the Republic of Rwanda that operates between a point in the territory of the Czech Republic and another point in the territory of the Czech Republic or in the territory of another European Union Member State.

Article 9

Use of Airports and Aviation Facilities

(1) The charges imposed in the territory of one Contracting Party on the designated airline of the other Contracting Party for the use of airports, air navigation and other facilities shall not be higher than those that would be paid by any other aircraft of the same class engaged in similar international air services.

(2) In the use of airports, airways, air traffic services and associated facilities under its control, neither Contracting Party shall give preference to its own or any other airline over an airline of the other Contracting Party engaged in similar international air services.

(3) Each Contracting Party shall encourage consultations on user charges between its competent charging authorities and the 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 such charges should be given to such airlines to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such airlines to exchange appropriate information concerning such charges.

Article 10

Direct Transit

Passengers, baggage and cargo in direct transit through the territory of a Contracting Party, not leaving the area of the airport reserved for such purpose shall be subject to no more than a simplified control, except checks justified on the basis of security provisions referred to in Article 6 of this Agreement, by the interest in maintaining of internal security, prevention of trafficking of narcotics and psychotropic substances or prevention of illegal immigration. Baggage and cargo in direct transit shall be exempt from customs duties and other charges.

Article 11

Sale of Services and Transfer of Funds

(1) Upon filing with the aeronautical authorities of the first Contracting Party and subject to appropriate commercial registration in accordance with the respective laws and regulations in force in the territory of this first Contracting Party the designated airline of the other Contracting Party shall have the right to sell freely its air transport services in the territory of the first Contracting Party either directly or at its discretion through its agents, and any person shall be free to purchase such services in the local currency or in any freely convertible currency normally purchased by banks in that territory.

(2) The designated airlines of the Contracting Parties shall have the right to convert and to remit to their home territory the excess of receipts over local expenditures earned in the territory of the other Contracting Party in a freely convertible currency. Conversion and remittance shall be performed without restrictions at the foreign exchange market rate applicable for these transactions on the day the transfer is made. In the case that the foreign exchange market rate system is not established, the conversion and remittance shall be performed without restrictions on the basis of the official exchange rate applicable on the date the transfer is made. Actual transfer shall be executed without delay and shall not be subject to any charges except normal service charges collected by banks for such transactions.

(3) In the event that payments between the Contracting Parties are governed by a special agreement, such an agreement shall apply.

Article 12

Tariffs

(1) The tariffs for the agreed services shall be established by the designated airlines of both Contracting Parties at reasonable levels, due regard being paid to all relevant factors, including interests of users, cost of operation, characteristics of service, reasonable profit and other commercial consideration in the market place.

(2) The tariffs established under paragraph (1) of this Article shall not be required to be filed by the designated airline of one Contracting Party with the aeronautical authorities of the other Contracting Party. Notwithstanding the foregoing, each Contracting Party shall have the right to intervene so as to:

(a) prevent unreasonably discriminatory tariffs or practices;

(b) protect consumers from tariffs that are unreasonably high or restrictive due to abuse of a dominant position; and

(c) protect airlines from tariffs that are artificially low due to direct or indirect subsidy or support, or where evidence exists as to an intent to eliminate competition.

(3) The designated airline of one Contracting Party shall provide, on request, to the aeronautical authorities of the other Contracting Party information relating to the establishment of the tariffs, in a manner and format prescribed by such authorities.

Article 13

Capacity

(1) There shall be fair and equal opportunity for the designated airlines of the Contracting Parties to operate air services on any route specified in the Annex.

(2) In operating the agreed services the designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

(3) The agreed services provided by the designated airlines of the Contracting Parties shall bear a 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 for the carriage of passengers and cargo, including mail, coming from or destined for the territory of the Contracting Party designating the airline. Provision of the carriage of passengers and cargo, including mail, both embarked and disembarked at points

on the specified routes in the territories of States, other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

(a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;

(b) traffic requirements of the area through which the agreed service passes, after taking account of other services established by airlines of the States comprising the area; and

(c) the requirements of through airline operation.

(4) The capacity and frequency of agreed services to be operated by the designated airlines of each Contracting Party shall be jointly determined by the aeronautical authorities of both Contracting Parties.

Article 14

Code-sharing

(1) In operating or holding out air services on the specified routes any designated airline of one Contracting Party may enter into code-sharing and blocked-space arrangement with:

(a) an airline or airlines of either Contracting Party;

(b) an airline or airlines of a third Party. Should such a third Party not authorize or allow comparable arrangements between the airlines of the other Contracting Party and other airlines on services to, from and via the territory of such third Party, the aeronautical authorities of the concerned Contracting Party have the right not to accept such arrangements.

(2) The above provisions are, however, subject to the conditions that all airlines in such arrangements:

(a) hold the underlying traffic or route rights and meet the provisions of this Agreement;

(b) meet the requirements applied to such arrangements by the aeronautical authorities of both Contracting Parties; and

(c) provide the consumers with the proper information concerning such code-sharing and blocked-space arrangements.

(3) The airlines are required to file proposed code-sharing and blocked-space arrangements with the aeronautical authorities of both Contracting Parties at least thirty (30) days before

its proposed introduction. Such code-sharing and blocked-space arrangements are subject to approval by the aeronautical authorities of both Contracting Parties.

Article 15

Timetables

(1) An airline designated by one Contracting Party shall file to the aeronautical authorities of the other Contracting Party for approval at least thirty (30) days in advance the timetable of its intended services, specifying the frequency, type of aircraft, times, configuration and number of seats to be made available to the public and period of timetable validity. The same procedure shall apply to any modification thereof.

(2) If the designated airline wishes to operate supplementary flights besides those covered in the timetables, it shall request permission from the aeronautical authorities of the other Contracting Party. Such request shall usually be submitted at least two (2) working days before operating such flights.

Article 16

Intermodal Services

The designated airline of each Contracting Party shall have the right to employ, in connection with air transport of passengers and cargo, any surface transport to or from any point in the territories of the Contracting Parties or third countries. The designated airline may elect to perform its own surface transport or to provide it through arrangements, including code-share, with other surface carriers, subject to laws and regulations in force in the territory of a Contracting Party concerned. The intermodal services may be offered as a through service and at a single price for the air and surface transport combined, provided that passengers and shippers are informed as to the facts concerning such transport.

Article 17

Airline Representation

(1) The designated airline of one Contracting Party shall be entitled, in accordance with the laws and regulations in force in the territory of the other Contracting Party relating to entry, residence, and employment, and on the basis of reciprocity, to bring into and to maintain in the territory of the other Contracting Party its representative and commercial, technical and other specialist staff reasonably required for the operation of the agreed services.

(2) The representative and staff shall be subject to the laws and regulations in force in the territory of the other Contracting Party.

(3) Subject to the laws and regulations in force in the respective territory, the designated airlines of both Contracting Parties shall have the right to establish in the territory of the other Contracting Party an office or offices for promotion of air transport and sale of the air services.

Article 18

Ground Handling

Subject to the laws and regulations in force in the territory of the respective Contracting Party including, in the case of the Czech Republic, European Union law, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling (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 19

Provision of Information

The aeronautical authorities of each Contracting Party shall provide the aeronautical authorities of the other Contracting Party, upon request, periodic statements of statistics or other similar information related to traffic carried by the designated airline on the routes specified in this Agreement as may be reasonably required for the purpose of reviewing the operation of agreed services.

Article 20

Consultations

(1) The aeronautical authorities of the Contracting Parties shall have communication, which may be through discussion or by correspondence, to ensure close co-operation in all matters affecting the implementation of this Agreement.

(2) Either Contracting Party may at any time request consultations on any problem related to this Agreement. Such consultations shall begin within a period of sixty (60) days from the

date of the delivery of the request to the other Contracting Party, unless otherwise agreed by the Contracting Parties.

Article 21

Amendments

(1) If either of the Contracting Parties considers it desirable to amend any provision of this Agreement, such amendment, if agreed between the Contracting Parties, shall come into force on the sixtieth (60) day after delivery of the latter of diplomatic notes confirming that the formalities constitutionally required for approval of this amendment have been complied with.

(2) In an event a general multilateral convention related to international air transport and affecting the relations between the two Contracting Parties enters into force, this Agreement shall be amended to conform to the provisions of such multilateral convention in so far as those provisions have been accepted by both Contracting Parties.

Article 22

Settlement of Disputes

(1) In case of dispute arising from the interpretation or application of this Agreement, the aeronautical authorities of the Contracting Parties shall in the first place endeavour to settle it by negotiation.

(2) If the aeronautical authorities fail to reach an agreement, the dispute shall be settled by negotiations between the Contracting Parties.

(3) If the Contracting Parties fail to reach a settlement of the dispute by negotiation, it may be referred by them to such person or body as they may agree on, for an advisory opinion or a binding decision as the Contracting Parties may agree, or, at the request of either Contracting Party, shall be submitted for decision to a tribunal of three arbitrators.

(4) Such arbitral tribunal shall be constituted as follows: each Contracting Party shall appoint one member, and these two members shall agree upon and appoint a national of a third State as their chairman. Such members shall be appointed within sixty (60) days, and such chairman within ninety (90) days of the date on which either Contracting Party has informed the other Contracting Party of its intention to submit the dispute to an arbitral tribunal.

(5) If the periods specified in paragraph (4) above have not been observed, either Contracting Party may, in the absence of any other relevant arrangement, invite the President of the

Council of the International Civil Aviation Organization to make the necessary appointments. If the President is a national of either Contracting Party or if he is otherwise prevented from discharging this function, the Vice-president deputizing for him should make the necessary appointments.

(6) The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be binding on the Contracting Parties. Each Contracting Party shall bear the cost of its own member as well as of its representation in the arbitral proceedings; the cost of the chairman and any other costs shall be borne in equal parts by the Contracting Parties. In all other respects the arbitral tribunal shall determine its own procedure.

Article 23

Registration

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

Article 24

Termination

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 this Agreement shall terminate twelve (12) months after the date of the delivery of the notice to the other Contracting Party, unless the notice to terminate is withdrawn with a consent of the other Contracting Party before the expiry of this period. In absence of acknowledgement of delivery to the other Contracting Party, the notice shall be deemed to have been delivered fourteen (14) days after the delivery of the notice to the International Civil Aviation Organization.

Article 25

Entry into force

Each Contracting Party shall notify the other Contracting Party by diplomatic note that the formalities constitutionally required in their respective country for approval of this Agreement have been complied with. This Agreement shall enter into force on the sixtieth (60) day after delivery of the latter of these two notifications.

Done at Abuja this 5th day of December 2022, in two originals in the Czech and English languages, both texts being equally authentic.

For the Republic of Rwanda

For the Czech Republic

Annex

Section I

Routes to be operated by the airlines designated by the Czech Republic:

Points in the Czech Republic	Intermediate Points	Points in the Republic of Rwanda	Beyond Points
Any	Any	Any	Any

Section II

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

Points in the Republic of Rwanda	Intermediate Points	Points in the Czech Republic	Beyond Points
Any	Any	Any	Any

Notes:

1. The routes may be operated in either direction.

2. The designated airlines of the Contracting Parties may on any or all flights:

(a) omit calling at any of the above mentioned points, provided that the agreed services on these routes begin at the point in the territory of the Contracting Party designating the airline;

(b) combine different flight numbers within the one aircraft operation;

(c) transfer traffic from any of its aircraft to any of its other aircraft at any point; and

(d) serve the intermediate points, beyond points and points in the territories of the Contracting Parties in any order.

3. References in this Agreement to nationals of the Czech Republic shall be understood as referring to nationals of European Union Member States. References in this Agreement to airlines of the Czech Republic shall be understood as referring to airlines designated by the Czech Republic.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 016/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda na Repubulika ya Czech ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Abuja muri Nigeria, ku wa 05 Ukuboza 2022	**Seen to be annexed to Law n° 016/2024 of 26/01/2024 approving ratification of the Air Transport Agreement between the Republic of Rwanda and the Czech Republic, signed at Abuja, Nigeria, on 05 December 2022**	**Vu pour être annexé à la Loi n° 016/2024 du 26/01/2024 portant approbation de ratification de l'Accord de transport aérien entre la République du Rwanda et la République Tchèque, signé à Abuja, au Nigéria, le 05 décembre 2022**

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 017/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA GUINEA BISSAU AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 NZERI 2022	LAW N° 017/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF GUINEA BISSAU, SIGNED AT KIGALI, RWANDA, ON 12 SEPTEMBER 2022	LOI N° 017/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE GUINÉE BISSAU, SIGNÉ À KIGALI, RWANDA, LE 12 SEPTEMBRE 2022
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Twebwe, KAGAME Paul, Perezida wa Repubulika;	**We, KAGAME Paul,** President of the Republic;	**Nous, KAGAME Paul,** Président de la République ;
INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA	**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**	**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**
INTEKO ISHINGA AMATEGEKO:	**THE PARLIAMENT:**	**LE PARLEMENT :**
Umutwe w'Abadepite, mu nama yawo yo ku wa 19 Ukuboza 2023;	The Chamber of Deputies, in its sitting of 19 December 2023;	La Chambre des Députés, en sa séance du 19 décembre 2023 ;
Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo iya 64 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168;

Imaze gusuzuma amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Guinea Bissau ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Nzeri 2022;	After consideration of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Guinea Bissau, signed at Kigali, Rwanda, on 12 September 2022;	Après examen de l'accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Guinée Bissau, signé à Kigali, Rwanda, le 12 septembre 2022 ;
YEMEJE:	**ADOPTS:**	**ADOPTE :**
Ingingo ya mbere: Kwemera kwemeza burundu	**Article One: Approval for ratification**	**Article premier: Approbation pour ratification**
Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Guinea Bissau ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Nzeri 2022, ari ku mugereka, yemerewe kwemezwa burundu.	The Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Guinea Bissau, signed at Kigali, Rwanda, on 12 September 2022, in annex, is approved for ratification.	L'accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Guinée Bissau, signé à Kigali, Rwanda, le 12 septembre 2022, en annexe, est approuvé pour ratification.
Ingingo ya 2: Ingingo y'ururimi	**Article 2: Language provision**	**Article 2: Disposition linguistique**
Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	This Law was drafted in English, considered and adopted in Ikinyarwanda.	La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
Ingingo ya 3: Gutangira gukurikizwa	**Article 3: Entry into force**	**Article 3: Entrée en vigueur**
Iri tegeko ritangira gukurikizwa ku munsi 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**,** 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 017/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA GUINEA BISSAU AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 NZERI 2022	**ANNEX TO LAW N° 017/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE BILATERAL AIR SERVICES SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF GUINEA BISSAU, SIGNED AT KIGALI, RWANDA, ON 12 SEPTEMBER 2022**	**ANNEXE À LA LOI N° 017/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE GUINÉE BISSAU, SIGNÉ À KIGALI, AU RWANDA, LE 12 SEPTEMBRE 2022**

AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA GUINEA BISSAU AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 NZERI 2022	**BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF GUINEA BISSAU, SIGNED AT KIGALI, RWANDA, ON 12 SEPTEMBER 2022**	**ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE GUINÉE BISSAU, SIGNÉ À KIGALI, AU RWANDA, LE 12 SEPTEMBRE 2022**

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF GUINEA BISSAU

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PREAMBLE

The Government of the Republic of Rwanda and the Government of the Republic of Guinea Bissau (hereinafter referred to individually as "Rwanda" and "Guinea Bissau" respectively and collectively as the "Contracting Parties");

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;

Desiring to conclude an Agreement in conformity with and supplementary to the said Convention, 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 authorities" means in the case of Rwanda, the Ministry of Infrastructure, and the Rwanda Civil Aviation Authority and in the case of Guinea Bissau, the Ministry of Transportations and Communications, and the Guinea Bissau Civil Aviation Authority, or in both cases, their successors or any person or body who may be authorized to perform any functions at present exercisable by the above-mentioned authorities or similar functions;

b) "agreed services" means scheduled international air services between and beyond the respective territories of Rwanda and Guinea Bissau for the transport of passengers, baggage and cargo, separately or in any combination;

c) "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex;

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) "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 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" 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 that has been designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;

i) "tariffs" means the prices which the designated airlines charge for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including the commissions paid to agencies and other auxiliary services, 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; and

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) All references to the words in singular shall be construed to include the plural and all references to words in the plural shall be construed to include the singular as the context requires.

(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) the right to fly across the territory of the other Contracting Party without landing;

b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes;

c) the right 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 in the route schedule annexed to this Agreement; and

d) the rights otherwise specified in this Agreement.

(3) Additionally, the airline(s) of each Contracting Party, other than those designated under Article 3 (Designation and Authorisation) of this Agreement, shall also enjoy the rights specified in subparagraphs 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.

(7) All rights granted in this Article by each Contracting Party shall not be assigned to any other third party.

ARTICLE 3: DESIGNATION AND AUTHORISATION

(1) The aeronautical authorities of each Contracting Party shall have the right to designate one or more airline(s) 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 designations and any changes thereto shall be made in writing by the aeronautical authorities of the Contracting Party having designated the airline to the aeronautical authorities 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, grant the appropriate operating authorizations with minimum procedural delay, provided:

a) the incorporation and principal place of business of the airline are in the territory of the Contracting Party designating the airline;

b) the Contracting Party designating the airline has and maintains effective regulatory control of the airline;

c) 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; and

d) the Contracting Party designating the airline is maintaining and administering the standards set forth in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement.

(3) 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 the airline complies with the applicable provisions of this Agreement.

ARTICLE 4: WITHOLDING, REVOCATION, SUSPENSION AND LIMITATION OF OPERATING AUTHORIZATIONS

(1) The aeronautical authorities of each Contracting Party shall, with respect to an airline designated by the other Contracting Party, have the right to withhold, revoke, suspend, limit, or impose conditions on the operating authorization where:

a) the aeronautical authorities are not satisfied that the incorporation and principal place of business of the airline are in the territory of the Contracting Party designating the airline; or

b) the aeronautical authorities are not satisfied that the Contracting Party designating the airline has and maintains effective regulatory control of the airline; or

c) the airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party receiving the designation; or

d) the other Contracting Party designating the airline is not maintaining and administering the standards as set forth in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement; or

e) the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

(2) Unless immediate action is essential to prevent further noncompliance with subparagraphs 1(b) or 1(c) of this Article, the rights established by this Article shall be exercised only after consultation with the aeronautical authorities of the other Contracting Party, as provided for in Article 21 (Consultations) of this Agreement.

(3) This Article does not limit the rights of either Contracting Party to withhold, revoke, limit, suspend, limit or impose conditions on the operating authorization of a designated airline or airlines of the other Contracting Party in accordance with the provisions of Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement

(4) In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 23 (Settlement of Disputes) shall not be prejudiced.

ARTICLE 5: APPLICATION OF LAWS

(1) While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the designated airline of other Contracting Party.

(2) While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the admission to, or departure from its territory of passengers, baggage, crew and cargo, on aircraft (including 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

of the other Contracting Party's airlines.

(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 each 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 in direct transit shall be exempt from customs duties, excise taxes and other similar national and/or local fees and charges.

ARTICLE 6: AVIATION SAFETY

(1) Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party relating to aeronautical facilities, flight crew, aircraft and operation of the designated airlines. 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 any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the other Contracting Party shall be notified 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 (Withholdings, Revocation, Suspension and Limitation of Operating Authorizations) 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 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 provided this does not cause unreasonable delay in the operation of the aircraft. The purpose of this search shall be to verify the validity of the relevant aircraft documentation, the licensing of its flight crew, and the apparent condition of aircraft and its equipment (in this Article called "ramp inspection").

(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 licences in respect of that aircraft or in respect of the flight 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 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 7: AVIATION SECURITY

(1) Each Contracting Party may request consultations at any time concerning security standards in any area relating to crew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of the request.

(2) 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.

(3) 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 *Montreal 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, and any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.

(4) 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 relevant threat to the security of civil aviation.

(5) 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.

(6) 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.

(7) Each Contracting Party agrees that its operators of aircraft referred to in paragraph (6) of this Article may be required to observe the aviation security provisions referred to in paragraph (4) of this Article applied by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party.

(8) 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.

(9) 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.

(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 authorities of the first 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 such request shall constitute grounds for the application of paragraph (1) of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorizations) of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 of this Agreement 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 8: MUTUAL RECOGNITION OF CERTIFICATES AND LICENCES

(1) Certificates of airworthiness, certificates of competency and licences 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 that the requirements under which such certificates and licences were issued, or rendered valid, are equal to or higher than the minimum requirements which are, or may be in the future, established under the Convention.

(2) Each Contracting Party, however, reserves the right to refuse to recognize, for flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

(3) If the privileges or conditions of the licences 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 authorities of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under paragraph 2 of Article 6 of this Agreement, request consultations with the aeronautical authorities of the other Contracting Party in accordance with Article 21 (Consultations) of this Agreement, 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 paragraph 1 of Article 4 of this Agreement.

ARTICLE 9: FAIR COMPETITION

(1) Each Contracting Party shall allow a fair and equal opportunity for the designated airlines to compete freely in providing the international air transportation 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) Each Contracting Party shall allow the designated airlines to determine the capacity and the number of frequencies to be operated based upon commercial consideration in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequencies or 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.

(4) 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 10: APPROVAL OF SCHEDULES

(1) The designated airlines of each Contracting Party shall submit for approval to the aeronautical authorities of the other Contracting Party thirty (30) days prior to the inauguration of its international air services, the schedule of 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 of a Contracting Party wishes to operate ad-hoc flights supplementary to those covered in the approved schedules, it shall obtain prior permission of the aeronautical authorities of the Contracting Party concerned, which shall give positive and favorable consideration to such request.

ARTICLE 11: STATISTICS

(1) The aeronautical authorities of each Contracting Party shall provide or cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party, at their request, statistics relating to the traffic uplifted from and discharged in the territory of that other Contracting Party as may be reasonably required.

ARTICLE 12: COOPERATIVE MARKETING ARRANGEMENTS

(1) In operating or holding out the agreed services on the specified routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements such as code-sharing, blocked-space, free flow or any other joint venture arrangements with:

a) an airline(s) of the same Contracting Party, or

b) an airline(s) of the other Contracting Party; or

c) an airline(s) of a third country,

provided that all airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned.

(2) In the event of code-sharing arrangement, the marketing airline shall, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline or airlines will actually operate each sector of the service and with which airline the purchaser is entering into a contractual relationship.

(3) The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-share flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary as provided for in paragraph 2 of this Article.

(4) All code-sharing arrangements shall have prior approval of the appropriate aeronautical authorities before implementation.

(5) It is the common understanding of both Contracting Parties that code-share services are not counted against the frequency entitlement of the marketing airline.

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 selling and marketing international air services as well as for other ancillary products and facilities required for the provision of air services.

(2) The designated airlines of each Contracting Party shall be entitled, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial, operational, sales, technical and specialist personnel

of any nationality and representatives as they may be required in connection with the provision of air services.

(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 services and its ancillary products and facilities in the territory of the other Contracting Party.

(5) The designated airlines of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such air services and its ancillary products and facilities in local currency or in any other freely convertible currency.

(6) The designated airline of each 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.

(7) Each designated airline shall have the right to provide their own ground handling services in the territory of the other Contracting Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorized for the provision of such services. Where the laws and regulations applicable to ground handling in the territory of one Contracting Party do not allow self-handling or limit the freedom to contract these services out, each designated airline shall be treated on a non-discriminatory basis as regards their access to ground handling services provided by a supplier or suppliers.

ARTICLE 14: TARIFFS

(1) Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. 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 that are artificially low.

(2) Tariffs for international air transportation between the territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed tariffs to the aeronautical authorities of the Contracting Parties in a manner and format acceptable to those aeronautical authorities.

(3) 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. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request for 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 tariff shall go into effect or continue in effect.

ARTICLE 15: CUSTOMS DUTIES AND OTHER CHARGES

(1) Each Contracting Party shall on the basis of reciprocity exempt the designated airlines of the other Contracting Party to the fullest extent possible under its national law 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 airlines, as well as printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the designated airlines 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 airlines.

(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; or

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, 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 one 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 16: 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, where practicable through those airlines' representative organizations. Each Contracting Party shall encourage the competent charging bodies to provide users with reasonable notice whenever possible of any proposal for changes in user charges together with relevant supporting information and data, to enable users to express their views before the charges are revised.

ARTICLE 17: TRANSFER OF FUNDS

(1) Each Contracting Party shall grant 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 services, 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 transfer 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, that other Contracting Party 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 transfer of funds between the two Contracting Parties, such agreement shall prevail.

ARTICLE 18: LEASING

(1) Each Contracting Party may prevent the use of leased aircraft for air services under this Agreement which does not comply with Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement.

(2) Subject to paragraph 1 of this Article, the designated airlines of each Contracting Party may use aircraft (or aircraft and crew) leased from any company, including

other airlines, provided that this would not result in a lessor airline exercising traffic rights it does not have.

ARTICLE 19: INTERMODAL SERVICES

(1) The designated airlines of each Contracting Party shall be permitted to use surface modes of transport, subject to the national laws and regulations of the Contracting Party receiving the designated airlines, in conjunction with the international passenger and/or cargo air services

ARTICLE 20: EXCHANGE OF INFORMATION

(1) The aeronautical authorities of both Contracting Parties shall exchange information as needed in order to achieve close cooperation and agreement in all matters pertaining to the application of this Agreement.

ARTICLE 21: CONSULTATIONS

(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.

(2) Except as provided in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement, either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement and/or its Annex. Such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days from the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 22: AMENDMENT OF AGREEMENT

(1) If either Contracting Party considers it desirable to amend any provision of this Agreement, it shall notify the other Contracting Party in writing on the need for amendment.

(2) Any amendment to this Agreement agreed upon by the Contracting Parties, shall enter into force upon the completion of the exchange of diplomatic notes confirming such agreement.

(3) Notwithstanding the provisions of paragraph 2 of this Article, any amendment of the

Annex to this Agreement shall be agreed upon in writing between the aeronautical authorities of the Contracting Parties and shall enter into force on the date to be determined by the said Authorities.

(4) 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 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 consultations or through diplomatic channels.

(2) If the Contracting Parties fail to reach a settlement by consultations or through diplomatic channels, they may agree to refer the dispute for decision to some person or body, as they may agree on, for mediation.

(3) If the Contracting Parties do not agree to mediation, or if a settlement is not reached by consultations or through diplomatic channels, 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 thirty (30) days of receipt of a written 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 arbitrator;

b) If within the time limits specified in subparagraph 3(a) of this Article, any appointment has not been made, either Contracting Party may, in writing, request the President of the Council of the International Civil Aviation Organization to make the necessary appointment within thirty (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 Contracting 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. At the direction of the tribunal, or at the written request

of either of the Contracting Parties, 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 written requests for clarification of the decision within fifteen (15) days after they receive 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, each of 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 subparagraph 3(b) of this Article.

(10) If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph 6 of this Article, the other Contracting Party may withhold, limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 24: REGISTRATION

(1) This Agreement and any amendments thereto shall be registered upon their entry into force with the International Civil Aviation Organization.

ARTICLE 25: 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 26: ENTRY INTO FORCE

(1) This Agreement shall enter into force on the date of the later note in an exchange of Notes through diplomatic channels between the Contracting Parties, confirming that their respective domestic requirements for bringing the Agreement into force have been complied with.

(2) Pending the entry into force of the Agreement in accordance with paragraph (1) of this Article, the Agreement shall be applied provisionally by the Contracting Parties from the date of its signature.

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

Done at Kigali on this 12 day of.. Sept of the year 2022.

For the Government of the Republic of Rwanda

Dr. Ernest NSABIMANA

Minister of Infrastructure

For the Government of the Republic of Guinea-Bissau

Dr. Aristides Ocante da Silva

Minister of Transportations and Communications

ROUTE SCHEDULE

Section 1:

Routes to be operated by the designated airline(s) of Rwanda

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points	Any Points	Any Points	Any Points

Section 2:

Routes to be operated by the designated airline(s) of Guinea Bissau

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points	Any Points	Any Points	Any Points

NOTES

(1) While operating an agreed service on a specified route, each designated airline may, in addition to the rights specified in Article 2 (Grant of Rights) of this Agreement, on any or all flights and at its option:

(a) operate flights in either or both directions;

(b) combine different flight numbers within one aircraft operation;

(c) serve intermediate and beyond points and points in the territories of the Contracting Parties, including co-terminal points, on the routes in any combination and in any order;

(d) omit stops at any point or points;

(e) transfer traffic, including code-sharing operations, from any of its aircraft to any of its other aircraft at any point on the routes;

(f) serve points behind any point in the territory of the Contracting Party

designating the airline with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services; and

(g) make stopovers at any point whether within or outside the territories of the Contracting Parties;

(2) The designated airline(s) of either Contracting Party shall have the right to terminate its air services in the territory of the other Contracting Party.

(3) The Designated Airlines of each Contracting Party are entitled to exercise full unrestricted fifth freedom traffic rights at any intermediate and/or beyond points of their own choice while operating any type of services (passenger and/or cargo, separately or in combination)

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 017/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Guinea Bissau ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Nzeri 2022	**Seen to be annexed to Law n° 017/2024 of 26/01/2024 approving ratification of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Guinea Bissau, signed at Kigali, Rwanda, on 12 September 2022**	**Vu pour être annexé à Loi n° 017/2024 du 26/01/2024 portant approbation de ratification de l'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Guinée Bissau, signé à Kigali, au Rwanda, le 12 septembre 2022**

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 005/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA ANTIGUA NA BARBUDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23 KAMENA 2022	PRESIDENTIAL ORDER N° 005/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF ANTIGUA AND BARBUDA, SIGNED AT KIGALI, RWANDA, ON 23 JUNE 2022	ARRÊTÉ PRÉSIDENTIEL N° 005/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT D'ANTIGUA-ET-BARBUDA, SIGNÉ À KIGALI, AU RWANDA, LE 23 JUIN 2022
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ITEKA RYA PEREZIDA N° 005/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA ANTIGUA NA BARBUDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23 KAMENA 2022	PRESIDENTIAL ORDER N° 005/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF ANTIGUA AND BARBUDA, SIGNED AT KIGALI, RWANDA, ON 23 JUNE 2022	ARRÊTÉ PRÉSIDENTIEL N° 005/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT D'ANTIGUA-ET-BARBUDA, SIGNÉ À KIGALI, AU RWANDA, LE 23 JUIN 2022
Twebwe, KAGAME Paul, Perezida wa Repubulika;	**We, KAGAME Paul,** President of the Republic;	**Nous, KAGAME Paul,** Président de la République ;
Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168 ;
Dushingiye ku Itegeko n° 010/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Antigua na Barbuda yo gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Kamena 2022;	Pursuant to Law n° 010/2024 of 26/01/2024 approving ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of Antigua and Barbuda, signed at Kigali, Rwanda, on 23 June 2022;	Vu la Loi n° 010/2024 du 26/01/2024 portant approbation de ratification de l'Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement d'Antigua-et-Barbuda, signé à Kigali, au Rwanda, le 23 juin 2022 ;
Tumaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Antigua na Barbuda yo gutwara abantu n'ibintu mu kirere,	After consideration of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of Antigua and Barbuda, signed at Kigali, Rwanda, on 23 June 2022;	Après examen de l'Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement d'Antigua-et-Barbuda, signé à Kigali, au Rwanda, le 23 juin 2022 ;

yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Kamena 2022;		
Bisabwe na Minisitiri w'Ibikorwa Remezo;	On proposal by the Minister of Infrastructure;	Sur proposition du Ministre des Infrastructures;
Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;	After consideration and approval by the Cabinet;	Après examen et adoption par le Conseil des Ministres ;
DUTEGETSE:	**DO ORDER:**	**ARRÊTONS :**
Ingingo ya mbere: Kwemeza burundu	**Article One: Ratification**	**Article premier : Ratification**
Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Antigua na Barbuda yo gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Kamena 2022, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.	The Air Services Agreement between the Government of the Republic of Rwanda and the Government of Antigua and Barbuda, signed at Kigali, Rwanda, on 23 June 2022, annexed to this Order, is ratified and becomes fully effective.	L'Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement d'Antigua-et-Barbuda, signé à Kigali, au Rwanda, le 23 juin 2022, annexé au présent arrêté, est ratifié et sort son plein et entier effet.
Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka	**Article 2: Authorities responsible for the implementation of this Order**	**Article 2 : Autorités chargées de l'exécution du présent arrêté**
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 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.	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.

<u>Ingingo ya 3</u>: Ingingo y'ururimi Iri teka ryateguwe mu rurimi rw'Icyongereza. **<u>Ingingo ya 4</u>: Gutangira gukurikizwa** Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	**<u>Article 3</u>: Language provision** This Order was drafted in English. **<u>Article 4</u>: Entry into force** This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**	**<u>Article 3</u> : Disposition linguistique** Le présent arrêté a été rédigé en anglais. **<u>Article 4</u> : Entrée en vigueur** Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 005/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA ANTIGUA NA BARBUDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23 KAMENA 2022	**ANNEX TO PRESIDENTIAL ORDER N° 005/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF ANTIGUA AND BARBUDA, SIGNED AT KIGALI, RWANDA, ON 23 JUNE 2022**	**ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 005/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT D'ANTIGUA-ET-BARBUDA, SIGNÉ À KIGALI, AU RWANDA, LE 23 JUIN 2022**

AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA ANTIGUA NA BARBUDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23 KAMENA 2022	**AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF ANTIGUA AND BARBUDA, SIGNED AT KIGALI, RWANDA, ON 23 JUNE 2022**	**ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT D'ANTIGUA-ET-BARBUDA, SIGNÉ À KIGALI, AU RWANDA, LE 23 JUIN 2022**

AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND
THE GOVERNMENT OF ANTIGUA AND BARBUDA

The Government of the Republic of Rwanda ("Rwanda")

and

the Government of Antigua and Barbuda

hereinafter referred to as "Parties";

Being parties to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944;

Desiring to contribute to the progress of international civil aviation;

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 purposes of this Agreement, unless otherwise stated, the term:

a) "aeronautical authority" means, in the case of the Republic of Rwanda, the Ministry in charge of civil aviation or Rwanda Civil Aviation Authority; and in the case of Antigua and Barbuda, the Minister with responsibility for civil aviation and in both cases any other authority or person empowered to perform the functions exercised by the said authorities;

b) "Agreement" means this Agreement, any annex to it, and any amendments thereto;

c) "capacity" means the amount(s) of services provided under the Agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo 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;

d) "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 or

Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;

e) "designated airline" means an airline which has been designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;

f) "price" means any fare, rate or charge for the carriage of passengers, baggage and/or 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;

g) "Principal Place of Business" means; the head office or registered office of an air carrier within which the principal financial functions and operational control, including continued airworthiness management, of the air carrier are exercised;

h) "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;

i) "user charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo; and

j) "air service", "international air service", "airline", and "stop for non-traffic purposes", have the meanings assigned to them in Article 96 of the Convention.

ARTICLE 2

Grant of Rights

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex to this Agreement.

2. Subject to the provisions of this Agreement, the airline(s) designated by each Party shall enjoy the following rights:

   a) to fly without landing across the territory of the other Party;

   b) to make stops in the territory of the other Party for non-traffic purposes;

   c) to make stops at the point(s) on the route(s) jointly agreed upon by the aeronautical authorities of both Parties for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo or mail separately or in combination; and

   d) other rights specified in this Agreement.

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

4. Nothing in this Agreement shall be deemed to confer on the designated airline(s) of one Party the privilege of taking on board, in the territory of the other Party, passengers, baggage, cargo and mail for remuneration and destined for another point in the territory of the other Party.

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ARTICLE 3

Designation and Authorization

1. Each Party shall have the right to designate in writing to the other Party, an airline or airlines to operate the agreed services and to withdraw or alter such designation. These notifications shall be made through diplomatic channels.

2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorization each Party shall grant the appropriate operating authorization with minimum procedural delay, provided that:

   a) the designated airline is established and has its principal place of business in the territory of the designating Party;

   b) effective regulatory control of the designated airline is exercised and maintained by the Party designating the airline;

   c) the Party designating the airline is in compliance with the provisions set forth in Article 7 (Safety) and Article 8 (Aviation Security); and

   d) the designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

3. On receipt of the operating authorization of paragraph 2, a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4

Withholding, Revocation and Limitation of Authorization

1. The aeronautical authorities of each Party shall have the right to withhold the authorizations referred to in Article 3 (Designation and Authorization) of this Agreement with respect to an airline designated by the other Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently in the event:

   a) they are not satisfied that the designated airline is established and has its principal place of business in the territory of the Party designating the airline; or

   b) that effective regulatory control of the designated airline is not exercised and maintained by the Party designating the airline; or

   c) of failure of the Party designating the airline to comply with the provisions set forth in Article 7 (Safety) and Article 8 (Aviation Security); or

   d) of failure of such designated airline to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of the present Article is essential to prevent further infringements of laws and regulations, or of the provisions of this Agreement, such right shall be exercised only after consultation with the other Party. Such consultations shall take place prior to the expiry of thirty (30) days following the request by one Party, unless both Parties otherwise agree.

ARTICLE 5

Application of Laws

1. The laws and regulations of one Party governing entry into and departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft while within its territory, shall be applied to aircraft of the airlines of the other Party.

2. The laws and regulations of one Party relating to the entry into, stay in and departure from its territory of passengers, crew and cargo including mail such as those regarding immigration, customs, currency and health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the airline of the other Party while they are within the said territory.

3. Neither Party shall give preference to its own or any other airline over an airline of the other Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

4. Passengers, baggage, cargo and mail in direct transit shall be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

ARTICLE 6

Recognition of Certificates and Licenses

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party and still in force shall be recognized as valid by the other Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licenses were 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 or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and since such difference has been filed with the International Civil Aviation Organization (ICAO), the other Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

3. Each Party reserves the right, however, to refuse to recognize for the purpose of flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

ARTICLE 7

Safety

1. Each Party may request consultations at any time concerning the safety standards maintained by the other 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 Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the standards established at that time pursuant to the Convention, the other Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO standards. The other Party shall then take appropriate corrective action within an agreed time period.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Party, on service to or from the territory of another Party, may, while within the territory of the other Party be the subject of a search by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.

4. When urgent action is essential to ensure the safety of an airline operation, each Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Party.

5. Any action by one Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.

6. With reference to paragraph 2, if it is determined that one Party remains in non-compliance with ICAO standards when the agreed time period has elapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

ARTICLE 8

Aviation Security

1. Consistent with their rights and obligations under international law, the 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 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 and 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, or any other convention and protocol relating to the security of civil aviation which both Parties adhere to.

2. The 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 Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry or operators of aircraft who are established in their territory and the operators of airports in their territory act in conformity with such aviation security provisions. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes. Either Party may request immediate consultations with the other Party at any time to discuss any such differences.

4. Each 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 Party for entry into, departure from, or while within, the territory of that other Party. Each 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 Party shall also give positive consideration to any request from the other 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 Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. Each Party shall have the right, within sixty (60) days following notice of its intention for that purpose, for its aeronautical authorities to conduct an assessment in the territory of the other Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments shall be conducted expeditiously.

7. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the first Party may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

ARTICLE 9

User Charges

1. Neither Party shall impose or permit to be imposed on the designated airlines of the other Party user charges higher than those imposed on its own airlines operating similar international services.

2. Each Party shall encourage consultations on user charges between its competent charging authority and airlines using the service and facilities provided, 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 Party shall further encourage its competent charging authority and such users to exchange appropriate information concerning user charges.

ARTICLE 10

Customs Duties

1. Each Party shall on the basis of reciprocity exempt a designated airline of the other Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges, not based on the cost of services provided on arrival, on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the designated airline printed thereon and usual publicity material distributed free of charge by that designated airline intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Party operating the agreed services.

2. The exemptions granted by this article shall apply to the items referred to in paragraph 1:

   a) introduced into the territory of the Party by or on behalf of the designated airline of the other Party;

   b) retained on board aircraft of the designated airline of one Party upon arrival in or leaving the territory of the other Party; or

   c) taken on board aircraft of the designated airline of one Party in the territory of the other Party and intended for use in operating the agreed services;

   whether or not such items are used or consumed wholly within the territory of the Party granting the exemption, provided the ownership of such items is not transferred in the territory of the said Party.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of a designated airline of either Party, may be unloaded in the territory of the other Party only with the approval of the customs authorities of that 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 in accordance with customs regulations.

ARTICLE 11

Capacity

1. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based on commercial considerations of the marketplace.

2. Neither Party shall unilaterally limit the volume of traffic, frequency, or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

ARTICLE 12

Pricing

1. Prices charged for air services operated under this Agreement may be freely established by the airlines and shall not be subject to approval. Intervention by the Parties shall be limited to:

   (a) prevention of unreasonably discriminatory prices or practices;

   (b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and

   (c) protection of airlines from prices that are artificially low due to direct or indirect government subsidy or support.

2. Each Party may require notification to or filing with the authorities by the designated airlines of prices for transportation originating from its territory.

ARTICLE 13

Competition

1. The Parties shall inform each other, upon request, about their competition laws, policies and practices or changes thereto, and any particular objectives thereof, which could affect the operation of air transport services under this Agreement and shall identify the authorities responsible for their implementation.

2. The Parties shall notify each other whenever they consider that there may be incompatibility between the application of their competition laws, policies and practices and the matters related to the operation of this Agreement.

3. Notwithstanding any other provision to the contrary, nothing in this Agreement shall (i) require or favour the adoption of agreements between undertakings, decisions by associations of undertakings or concerted practices that prevent or distort competition; (ii) reinforce the effects of any such agreement, decision or concerted practice; or (iii) delegate to private economic operators the responsibility for taking measures that prevent, distort or restrict competition.

ARTICLE 14

Currency Conversion and Remittance of Earnings

1. Each Party shall permit airline(s) of the other Party to convert and transmit abroad, on demand, all local revenues from the sale of air transport services and associated activities directly linked to air transport in excess of sums locally disbursed, with conversion and remittance permitted promptly at the rate of exchange applicable as of the date of the request for conversion and remittance.

2. The conversion and remittance of such revenues shall be permitted in conformity with the applicable laws and regulations and are not subject to any administrative or exchange charges except those normally made by banks for the carrying out of such conversion and remittance.

3. The provisions of this Article do not exempt the airlines of both Parties of the duties, taxes and contributions they are subject to.

4. If there is a special agreement between the Parties to avoid double taxation, or a special agreement which regulates transferring of funds between the Parties, such agreements shall prevail.

ARTICLE 15

Commercial Activities

1. Each Party shall accord airlines of the other Party the right to sell and market international air services in its territory directly or through agents or other intermediaries of the airline's choice, including the right to establish offices, both on-line and off-line.

2. Each airline shall have the right to sell transportation in the currency of that territory or, subject to its national laws and regulations, in freely convertible currencies of other countries, and any person shall be free to purchase such transportation in currencies accepted by that airline.

3. The designated airline or airlines of one Party shall be allowed, on the basis of reciprocity, to bring into and to maintain in the territory of the other Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services.

4. These staff requirements may, at the option of the designated airline or airlines of one Party, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Party and authorized to perform such services for other airlines.

5. The representatives and staff shall be subject to the laws and regulations in force of the other Party, and consistent with such laws and regulations:

   a) each 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 3 of this Article; and

   b) both Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.

ARTICLE 16

Code Sharing

1. In operating or holding out the agreed services on the specified routes, any designated airline of one Party may enter into commercial code-share arrangements with:

   a) an airline(s) of either Party;
   b) an airline(s) of a third Party;

   provided that all airlines in such arrangements:

   i - hold the appropriate authority;
   ii - meet the requirements normally applied to such arrangements; such as protection and information to passenger for liability.

2. All airlines in such arrangements must, in respect of any ticket sold by them, make it clear to the purchaser at the point of sale with which airline or airlines the purchaser is entering into a contractual relationship.

3. Code-share arrangements may be subject to prior approval of the appropriate Authorities before implementation.

ARTICLE 17

Intermodal Services

The designated airlines of each Contracting Party shall be permitted to use surface modes of transport, subject to the national laws and regulations of the Contracting Party receiving the designated airlines, in conjunction with the international passenger and/or cargo air services

ARTICLE 18

Operational Flexibility

1. Each airline may, in operating services authorized by this instrument, use its own aircraft or aircraft that have been leased ("dry lease"), subleased, rented by the hour ("interchange" or "lease for hours"), or leased with crew, insurance and maintenance ("wet lease"), through a contract between airlines of either Party or third countries, observing the laws and regulations of each Party and the Protocol on the Amendment to the Convention (Article 83 bis). The aeronautical authorities of the Parties shall conclude a specific agreement establishing the conditions of transfer of responsibility for safety, as provided by the International Civil Aviation Organization.

2. On any sector or sectors of the routes of the Annex of the Agreement, any airline shall be entitled to perform international air transportation, including under code sharing arrangements with other airlines, without any limitation as to change at any point or points on the route, in the type, size or number of aircraft operated, provided that the transportation beyond such point is a continuation of the transportation from the territory of the Contracting Party that has designated the airline and in the inbound direction the transportation to the territory of the Contracting Party that has designated the airline is a continuation of the transportation from beyond such point.

ARTICLE 19

Statistics

The aeronautical authorities of each Party shall provide or cause its designated airline or airlines to provide the aeronautical authorities of the other Party, upon request, periodic or other statements of statistics as may be reasonably required.

ARTICLE 20

Approval of Schedules

1. The designated airline of each Party may be required to submit its envisaged flight schedules for approval to the aeronautical authorities of the other Party at least 30 (thirty) 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 five (5) working days prior to the operation of such flights.

ARTICLE 21

Consultations

1. Either Party may, at any time, request consultations on the interpretation, application, implementation, or amendment of this Agreement or compliance with this Agreement.
2. Such consultations, which may be through discussion or by correspondence, shall begin within a period of 60 (sixty) days from the date the other Party receives a written request, unless otherwise agreed by the Parties.

ARTICLE 22

Settlement of Disputes

1. Any dispute arising between the Parties relating to the interpretation or application of this Agreement, the aeronautical authorities of both Parties shall in the first place endeavor to settle it by consultations and negotiation.
2. If the Parties fail to reach a settlement by negotiation, the dispute shall be settled through diplomatic channels.
3. If the Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, either Party may in accordance with its relevant laws and regulations refer the dispute to a tribunal of three arbitrators which shall be constituted in the following manner:

   a) within sixty (60) days after receipt of a written request for arbitration, each Party shall appoint one arbitrator. A national of a third country, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within thirty (30) days of the appointment of the second arbitrator;

b) if within the time limits specified in paragraph (3) subparagraph (a) of this Article, any appointment has not been made, either Party may, in writing, request the President of the Council of the International Civil Aviation Organisation to make the necessary appointment within thirty (30) days. If the President is of the same nationality as one of the Parties, the most senior Vice-President shall be requested to make the appointment. If the Vice-President is of the same nationality as one of the Parties, the Member of the Council of the International Civil Aviation Organisation next in seniority who is not of the same nationality as one of the Parties shall be requested to make the appointment. In this case, the third arbitrator appointed by the President or Vice-President or Member of the Council of the International Civil Aviation Organisation, as the case may be, shall not be a national or permanent resident of the respective States of the Parties.

4. Except as hereinafter provided by this Article or as otherwise agreed by the Parties, the tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the written request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than fifteen (15) days after the tribunal is fully constituted.

5. Except as otherwise agreed by the Parties or prescribed by the tribunal, each Party shall submit a memorandum within forty-five (45) days of the time the tribunal is fully constituted. Each Party may submit a reply within sixty (60) days of submission of the memorandum of the other Party. The tribunal shall hold a hearing at the written request of either Party or at its discretion within fifteen (15) 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 the date both replies are submitted. The decision shall be taken by a majority vote.

7. The Parties may submit written requests for clarification of the decision within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.

8. The decisions of the arbitral tribunal shall be final and binding upon the Parties to the dispute.

9. Each Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Parties, including any expenses incurred by the President, Vice-President or Member of the Council of the International Civil Aviation Organisation in implementing the procedures in paragraph (3) of this Article.

10. If and so long as either Party fails to comply with any decision given under paragraph (6) of this Article, the other Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Party in default or to the designated airline or airlines in default.

ARTICLE 23

Amendments

Any amendment to this Agreement agreed upon by the Parties, shall come into effect according to the procedures described in Article 26 of this Agreement.

ARTICLE 24

Multilateral Agreements

If both Parties become parties to a multilateral agreement that addresses matters covered by this agreement, they shall consult to determine whether this Agreement should be revised to take into account the multilateral agreement.

ARTICLE 25

Termination

Either Party may, at any time, give notice in writing, through diplomatic channels, to the other Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to ICAO. This Agreement shall terminate at midnight, local time of the notified Party, immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period. In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by ICAO.

ARTICLE 26

Registration with ICAO

This Agreement and any amendment thereto shall be registered upon its signature with ICAO by the Party in which territory this Agreement was signed, or as agreed by the Parties.

ARTICLE 27

Entry into Force

This Agreement shall enter into force thirty (30) days after the date of the receipt of the last Diplomatic note indicating that all necessary internal procedures have been completed by each of the Parties.

In witness whereof the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

Done at Kigali this 23rd day of June 2022 in duplicate in English, all texts being authentic.

For the Government of
the Republic of Rwanda

Dr Vincent Biruta
Minister of Foreign Affairs
and International Cooperation

For the Government of
Antigua and Barbuda

E P Chet Greene
Minister of Foreign Affairs
Immigration and Trade

ANNEX

ROUTE SCHEDULE

Routes to be operated by the designated airline(s) of Rwanda:

Points Behind	Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any points	Any point in Rwanda	Any points	Any point in Antigua and Barbuda	Any points

Routes to be operated by the designated airline(s) of Antigua and Barbuda:

Points Behind	Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any points	Any point in Antigua and Barbuda	Any points	Any point in Rwanda	Any points

NOTES:

1. The designated airlines of both Parties may, on any or all flights and at their option:
   a) operate flights in either or both directions;
   b) combine different flight numbers within one aircraft operation;
   c) serve intermediate and beyond points and points in the territories of the Parties on the routes in any combination and in any order, without cabotage rights;
   d) omit stops at any point or points; and
   e) transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes;

   without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that the transportation is part of a service that serves a point in the territory of the Party designating the airline.

2. The designated airlines of both Parties shall, on any or all flights, exercise fifth freedom traffic rights at any agreed intermediate and/or beyond points.

3. Additional rights shall be subject to agreement between the Aeronautical Authorities of both Parties.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 005/01 ryo ku wa 26/01/2024 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Antigua na Barbuda yo gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Kamena 2022	**Seen to be annexed to Presidential Order nº 005/01 of 26/01/2024 ratifying the Air Services Agreement between the Government of the Republic of Rwanda and the Government of Antigua and Barbuda, signed at Kigali, Rwanda, on 23 June 2022**	**Vu pour être annexé à l'Arreté Présidentiel nº 005/01 du 26/01/2024 ratifiant l'Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement d'Antigua-et-Barbuda, signé à Kigali, au Rwanda, le 23 juin 2022**

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 006/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YUNZE UBUMWE YA AUTRICHE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 19 NYAKANGA 2022	PRESIDENTIAL ORDER N° 006/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 19 JULY 2022	ARRÊTÉ PRÉSIDENTIEL N° 006/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT FÉDÉRAL AUTRICHIEN ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 19 JUILLET 2022
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Twebwe, KAGAME Paul, Perezida wa Repubulika;	**We, KAGAME Paul,** President of the Republic;	**Nous, KAGAME Paul,** Président de la République ;
Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168 ;
Dushingiye ku Itegeko n° 011/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma Yunze Ubumwe ya Autriche na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 19 Nyakanga 2022;	Pursuant to Law n° 011/2024 of 26/01/2024 approving ratification of the Air Services Agreement between the Austrian Federal Government and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 19 July 2022;	Vu la Loi n° 011/2024 du 26/01/2024 portant approbation de ratification de l'Accord sur les services aériens entre le Gouvernement Fédéral Autrichien et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 19 juillet 2022 ;
Tumaze gusuzuma Amasezerano hagati ya Guverinoma Yunze Ubumwe ya Autriche na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere,	After consideration of the Air Services Agreement between the Austrian Federal Government and the Government of the Republic of Rwanda, signed at Kigali,	Après examen de l'Accord sur les services aériens entre le Gouvernement Fédéral Autrichien et le Gouvernement de la

yashyiriweho umukono i Kigali mu Rwanda, ku wa 19 Nyakanga 2022;	Rwanda, on 19 July 2022;	République du Rwanda, signé à Kigali, au Rwanda, le 19 juillet 2022 ;
Bisabwe na Minisitiri w'Ibikorwa Remezo;	On proposal by the Minister of Infrastructure;	Sur proposition du Ministre des Infrastructures;
Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;	After consideration and approval by the Cabinet;	Après examen et adoption par le Conseil des Ministres ;
DUTEGETSE:	**DO ORDER:**	**ARRÊTONS :**
Ingingo ya mbere: Kwemeza burundu	**Article One: Ratification**	**Article premier: Ratification**
Amasezerano hagati ya Guverinoma Yunze Ubumwe ya Autriche na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 19 Nyakanga 2022, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.	The Air Services Agreement between the Austrian Federal Government and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 19 July 2022, annexed to this Order, is ratified and becomes fully effective.	L'Accord sur les services aériens entre le Gouvernement Fédéral Autrichien et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 19 juillet 2022, annexé au présent arrêté, est ratifié et sort son plein et entier effet.
Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka	**Article 2: Authorities responsible for the implementation of this Order**	**Article 2: Autorités chargées de l'exécution du présent arrêté**
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 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.	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.

<u>Ingingo ya 3</u>: Ingingo y'ururimi	**<u>Article 3</u>: Language provision**	**<u>Article 3</u>: Disposition linguistique**
Iri teka ryateguwe mu rurimi rw'Icyongereza.	This Order was drafted in English.	Le présent arrêté a été rédigé en anglais.
<u>Ingingo ya 4</u>: Gutangira gukurikizwa	**<u>Article 4</u>: Entry into force**	**<u>Article 4</u>: Entrée en vigueur**
Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 006/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YUNZE UBUMWE YA AUTRICHE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 19 NYAKANGA 2022	**ANNEX TO PRESIDENTIAL ORDER N° 006/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 19 JULY 2022**	**ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 006/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT FÉDÉRAL AUTRICHIEN ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 19 JUILLET 2022**

AMASEZERANO HAGATI YA GUVERINOMA YUNZE UBUMWE YA AUTRICHE NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 19 NYAKANGA 2022	**AIR SERVICES AGREEMENT BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 19 JULY 2022**	**ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT FÉDÉRAL AUTRICHIEN ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 19 JUILLET 2022**

AIR SERVICES AGREEMENT

BETWEEN

THE AUSTRIAN FEDERAL GOVERNMENT

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

The Austrian Federal Government and the Government of the Republic of Rwanda (hereinafter referred to as the "Contracting Parties"),

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944,

Desiring to promote their mutual relations in the field of civil aviation and to conclude an agreement for the purpose of establishing air services between and beyond their respective territories,

Desiring to promote an international aviation system based on fair competition among airlines in the marketplace,

Desiring to facilitate the expansion of international air service opportunities,

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 jeopardize the safety of persons or property, adversely affect the operation of air services and undermine public confidence in the safety of civil aviation,

Have agreed as follows:

Article 1	Definitions
Article 2	Grant of Rights
Article 3	Designation and Authorisation
Article 4	Revocation of Authorisation
Article 5	Application of Laws and Regulations
Article 6	Exemption from Taxes, Customs Duties and other Charges
Article 7	Taxation
Article 8	Traffic in Direct Transit
Article 9	Capacity and Fair Competition
Article 10	Pricing
Article 11	Airline Representation and Sales
Article 12	Ground handling
Article 13	Leasing
Article 14	Code Share
Article 15	Intermodal Transport
Article 16	Servicing, Maintenance or Repair of Aircraft.
Article 17	User Charges
Article 18	Flight Safety
Article 19	Aviation Security
Article 20	Recognition of Certificates and Licences
Article 21	Social Aspects
Article 22	Environmental Protection
Article 23	Consultations and Settlement of Disputes
Article 24	Amendments
Article 25	Multilateral Conventions
Article 26	Provision of Statistics
Article 27	Termination
Article 28	Registration
Article 29	Entry into Force
Annex	

Article 1
Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

1. "Aeronautical authorities" means, in the case of Rwanda, the Ministry in charge of Civil Aviation, and in the case of Austria, the Ministry for Transport, Innovation and Technology; and any person or body authorised to perform any functions at present exercised by the said aeronautical authorities or similar functions;

2. "Agreement" means this Agreement, its Annex, and any amendments to the Agreement or to the Annex;

3. "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties, and any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Contracting Parties;

4. "Designated airline" means an airline designated and authorised in accordance with Article 3 of this Agreement;

5. "Price" means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air service, including any surface transportation in connection with international air transportation, if applicable, charged by airlines or their agents, and the conditions governing the availability of such fare, rate or charge;

6. "Territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning specified in Articles 2 and 96 of the Convention;

7. The term "intermodal transport" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

8. "User charge" means a charge imposed on airlines for the provision of airport, air navigation or aviation security facilities or services, including related services and facilities;

9. The term "self-handling" means a situation in which the airport user directly provides for himself one or more categories of ground handling services and concludes no contract of any description with a third party for the provision of such services; for the purpose of this definition, among themselves airport users shall not be deemed to be third parties where:

a) one holds the majority in the other, or

b) a single body has a majority holding in each;

10. The term "state subsidy or support" means the provision of support on a discriminatory basis to a designated airline, directly or indirectly, by the state or by a public or private body designated or controlled by the state. Without limitation, it may include the setting-off of operational losses; the provision of capital, non-refundable grants or loans on privileged terms; the granting of financial advantages by forgoing profits or the recovery of sums due; the forgoing of a normal return on public funds used; tax exemptions; compensation for financial burdens imposed by the public authorities; or discriminatory access to airport facilities, fuels or other reasonable facilities necessary for the normal operation of air services;

11. References in this Agreement to nationals of the Republic of Austria shall be understood as referring to nationals of European Union Member States;

12. References in this Agreement to airlines of the Republic of Austria shall be understood as referring to airlines designated by the Republic of Austria;

13. "EU Treaties" means the Treaty on the European Union and the Treaty on the Functioning of the European Union.

14. The term "specified route" means a route specified in the Annex to this Agreement.

Article 2

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of international air services:

a. the right to fly across its territory without landing;
b. the right to make stops in its territory for non-traffic purposes.

2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex to this Agreement. Such services and routes are hereinafter called "agreed services" and "specified routes" respectively. While operating an agreed service on a specified route, the airline(s) designated by each Contracting Party shall enjoy, in addition to the rights specified in paragraph 1 of this Article, the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Annex for the purpose of taking up and/or putting down in international traffic passengers, cargo and mail, separately or in combination.

The grant of traffic rights pursuant to paragraph (2) above does not include the grant of the right to carry passengers, baggage, cargo and mail between points in the territory of the Contracting Party granting the rights and points in the territory of a third country or vice versa ("fifth freedom" rights). Fifth freedom traffic rights shall be granted only on the basis of the approval of the aeronautical authorities of both Contracting Parties as per the Annex.

3. On any segment or segments of the routes above, any designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated.

4. Nothing in this Agreement shall be deemed to confer on a designated airline of one Contracting Party the right of taking on, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3

Designation and Authorisation

1. Each Contracting Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designations. Such designations shall be made in writing and transmitted to the other Contracting Party through diplomatic channels.

2. On receipt of such a designation and of applications from the designated airline, in the form and manner prescribed for operating authorisations 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 Rwanda:

(i) it has its principal place of business in the territory of Rwanda and is licensed in accordance with the applicable law of Rwanda, and

(ii) Rwanda has and maintains effective regulatory control of the airline; and

b) in the case of an airline designated by Austria:

(i) it is established in the territory of Austria 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 European Union Member State responsible for issuing its Air Operator 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 Member States of the European Union or States of the European Free Trade Association and/or by nationals of such states.

c) 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 at any time, provided that the airline complies with all applicable provisions of the Agreement.

Article 4

Revocation of Authorisation

1. Either Contracting Party may 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 Rwanda:

(i) it does not have its principal place of business in the territory of Rwanda and is not licensed in accordance with the applicable law of Rwanda; or

(ii) Rwanda is not maintaining effective regulatory control of the airline; or

b) in the case of an airline designated by Austria:

(i) it is not established in the territory of Austria 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 European Union Member State responsible for issuing its Air Operator 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 Member States of the European Union or the European Free Trade Association and/or by nationals of such States.

c) the airline has failed to comply with the laws and regulations referred to in Article 5 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 and/or regulations, or unless fair competition, safety or security requires action in accordance with the provisions of Article 12 (Capacity and Fair Competition), 13 (Safety) or 14 (Security), such right shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party. Such consultations shall begin within a period of fifteen (15) days from the date of a request for consultations or as otherwise agreed between the Contracting Parties.

Article 5

Application of Laws and Regulations

1. The laws and regulations of one Contracting Party governing entry into or departure from its territory of aircraft engaged in international air services or to the operation and navigation of such aircraft while within the said territory shall apply to the designated airline(s) of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry to, stay in or departure from its territory of passengers, crew, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, customs, health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline(s) of the other Contracting Party, while they are within said territory.

3. Each Contracting Party shall permit, on its territory, the designated airlines of the other Contracting Party to take measures (e.g. the deployment of document specialists) to ensure that only persons are carried, who fulfil the necessary conditions for entry into or transit through the territory of the other Contracting Party and are in possession of the required travel documents.

4. Each Contracting Party shall readmit to its territory for the purposes of examination a person who had been present in its territory before embarkation and who has been found inadmissible and thus denied entry at the destination airport. Where a person who has been found to be inadmissible is not or is no longer in possession of his or her travel documents or if their travel documents have been destroyed, a Contracting Party shall accept instead a document attesting to the circumstances of embarkation and arrival issued by the authorities of the other Contracting Party.

5. Each Contracting Party shall, upon request, supply to the other Contracting Party copies of the relevant laws and regulations referred to in this Article.

Article 6

Exemption from Taxes, Customs Duties and other Charges

1. Aircraft operated in international air services by a designated airline of one Contracting Party, their regular equipment, spare parts, supplies of fuel and lubricants, as well as aircraft stores (including food, beverages and tobacco) which are on board such aircraft shall be exempted from all taxes, customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment, spare parts, supplies and stores remain on board the aircraft up to such time as they are re-exported or are used or consumed in such aircraft on flights over that territory.

2. The following shall also be exempt from the taxes, duties, fees and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:

a) aircraft stores taken on board in the territory of one Contracting Party, within reasonable limits, for use on an outbound aircraft engaged in an international air service of a designated airline of the other Contracting Party;

b) spare parts, including engines, introduced into the territory of one Contracting Party for the maintenance or repair of aircraft engaged in an international air service of a designated airline of the other Contracting Party;

c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of one Contracting Party for use in an international air service of a designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the first mentioned Contracting Party, in which territory they are taken on board.

d) airline documents, such as tickets and air waybills, as well as publicity and promotional material within reasonable limits, intended for use by a designated airline of one Contracting Party and introduced into the territory of the other Contracting Party.

3. Materials referred to in paragraph 2 of this Article may be required to be kept under customs supervision or control.

4. The regular airborne equipment, as well as the materials, supplies and spare parts normally retained on board aircraft operated by a designated airline of one Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party. 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 in accordance with customs regulations.

5. Baggage and cargo in direct transit across the territory of a Contracting Party shall be exempt from taxes, customs duties, fees and other similar charges not based on the cost of services on arrival or departure.

6. The exemptions provided by this Article shall also be available where the designated airlines of one Contracting Party have contracted with another airline, which similarly enjoys such exemptions from the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of this Article.

Article 7
Taxation

1. Profits from the operation of aircraft in international traffic shall be taxable only in the territory of the Contracting Party in which the place of effective management of the enterprise is situated.

2. Capital represented by aircraft operated in international traffic and by movable property pertaining to the operation of such aircraft shall be taxable only in the territory of the Contracting Party in which the place of effective management of the enterprise is situated.
3. Where a special Agreement for the avoidance of double taxation with respect to taxes on income and on capital exists between the Contracting Parties, the provisions of the latter shall prevail.

Article 8
Traffic in Direct Transit

Passengers, baggage and cargo including mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall be exempt from custom duties, charges and other similar taxes.

Article 9
Capacity and Fair Competition

1. Each Contracting Party shall allow a fair and equal opportunity for the designated airlines of both Contracting Parties to compete in providing the international air services covered by this Agreement.

2. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air services it offers based upon commercial considerations in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by a designated airline of the other Contracting Party, except as may be required for customs, technical, operational, air traffic management safety, environmental or health protection reasons under uniform conditions consistent with Article 15 of the Convention.

3. Neither 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 would be inconsistent with the purposes of this Agreement.

4. Airlines designated by a Contracting Party may be required to submit their flight schedules for approval to the aeronautical authorities of the other Contracting Party at least thirty (30) days before the proposed date of their introduction. The same procedure shall apply to any modification thereof. In special cases this time limit may be reduced subject to the consent of the said authorities.

5. Each Contracting Party may require the filing of traffic programmes and individual flights or operational plans by the designated airlines of the other Contracting Party. The administrative burden of filing requirements shall be minimized and all filings shall be dealt with promptly by the respective aeronautical authorities.

6. 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 a competitor from a route.

7. Neither Contracting Party shall provide or permit state subsidy or support for or to its designated airline or airlines in such way that would adversely affect the fair and equal opportunity of the airlines of the other Contracting Party to compete in providing international air transportation.

8. Where a Contracting Party provides state subsidy or support to a designated airline in respect of services operated under this Agreement, it shall require that airline to identify the subsidy or support clearly and separately in its accounts.

9. If one Contracting Party has substantiated concerns that its designated airlines are being subjected to discrimination or unfair practices, or that a subsidy or support being considered or provided by the other Contracting Party would adversely affect or is adversely affecting the fair and equal opportunity of the airlines of the first Contracting Party to compete in providing international air transportation, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Such consultations shall start within thirty (30) days of receipt of such a request from either Contracting Party. Failure to reach a satisfactory agreement within thirty (30) days from the start of such consultations shall constitute grounds to suspend the exercise of the rights specified in Article 2 (Grant of Rights) of the present agreement by the airline designated by the other Contracting Party, or to revoke the operating authorization, or to impose such conditions as it may deem necessary on the exercise of these rights.

Article 10

Pricing

1. Each Contracting Party shall allow prices for air services to be decided by each designated airline based on commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:

a) prevention of unreasonably discriminatory prices or practices;

b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position or to concerted practices among air carriers; and

c) protection of airlines from prices that are artificially low due to direct or indirect governmental subsidy or support.

2. Prices for international air transportation between the territories of the Contracting Parties shall not be required to be filed except as may be required on a non-discriminatory basis for information purposes. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall provide immediate access, on request, to information on historical, existing and proposed prices to the aeronautical authorities of the Contracting Parties in a manner and format acceptable to those aeronautical authorities for the purposes of this Article.

3. Except as otherwise provided in this Article, neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by a designated airline of either Contracting Party for international air transportation.

4. If a Contracting Party believes that a price 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 1 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 price 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 price shall continue in effect.

Article 11

Airline Representation and Sales

1. The designated airlines of each Contracting Party shall have the right to freely establish and maintain in the territory of the other Contracting Party, within the scope of the laws and regulations in force therein, such offices and facilities, as well as administrative, commercial, technical, operational, and other specialist personnel as may be necessary for the requirements of the designated airline concerned.

The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party. Consistent with such law and regulations, each Contracting Party will grant the necessary work permits, national employment visas, residence permits or other similar documents, if applicable, as soon as possible to the representatives and staff referred to in paragraph 1 of this article, if all conditions are met.

2. Airlines of the two Contracting Parties shall not be required to retain a local sponsor.

3. The designated airlines of the Contracting Parties shall be free to sell air transport and related services on their own transportation documents in the territories of both Contracting Parties either directly or, at the airline's discretion, through an agent, other intermediaries appointed by the airline, or through the internet or any other available channel. The sales are allowed in local currency or in any freely convertible other currency.

4. The designated airlines of each Contracting Party shall be permitted to pay for local expenses, including, but not limited to, airport charges and purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the designated airlines of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies at the market rate of exchange.

5. Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to convert into freely convertible currencies and remit at any time, in any way, to the country of its choice, on demand, local revenues in excess of sums locally disbursed. Such transfers shall be permitted on the date the airline makes the initial application for remittance, at the rate of exchange applicable to current transactions in effect at the time when the revenues are presented for conversion and remittance, and shall not, with the exception of normal banking charges and procedures, be subject to any charge, limitation or delay.

Article 12
Ground handling

Each designated airline shall have the right to provide its own ground handling services ("self-handling") in the territory of the other Contracting Party or otherwise to contract these services out ("third party-handling"), in full or in part, at its option, with any of the suppliers authorized for the provision of such services. Where or as long as the laws and regulations applicable to ground handling in the territory of one Contracting Party prevent or limit either the freedom to contract these services out or self-handling, 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 13
Leasing

The designated airlines of each Contracting Party shall have the right to perform the agreed services on the specified routes using aircraft (or aircraft and crew) leased from any company, including other airlines, subject to being authorized to use the aircraft (or aircraft and crew) on such basis by the Aeronautical Authorities of both Contracting Parties.

Article 14
Code Share

In operating or holding out services under this Agreement, any air carrier of a Party may enter into cooperative marketing arrangements, such as code-sharing arrangements with:

(a) any air carrier or carriers of the Parties; and
(b) any air carrier or carriers of a third country; and
(c) any surface (land or maritime) transport provider;

provided that (i) all carriers involved hold the appropriate authority and (ii) the arrangements meet the requirements relating to safety and competition normally applied to such arrangements. In respect of passenger transport sold involving codeshares, the purchaser shall be informed at the point of sale, or in any case before boarding, which transport providers will operate each sector of the service.

Article 15
Intermodal transport

Subject to the laws and regulations of each Contracting Party, the designated airlines of each Contracting Party shall be permitted to employ, in connection with air transport, any intermodal transport to or from any points in the territories of the Contracting Parties or third countries. Airlines may elect to perform their own intermodal transport or to provide it through arrangements, including code share, with other modes of transport. Such intermodal services may be offered as a through service and at a single price for the air and intermodal transport combined, provided that passengers and shippers are informed as to the providers of the transport involved.

Article 16

Servicing, Maintenance, or Repair of aircraft

Each designated air carrier shall have the right to provide its own servicing, maintenance, or repair of aircraft in the territory of the other Contracting Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorized for the provision of such services and licensed at the given airports. Servicing and defect rectification can also be performed for airlines where a) one holds the majority in the other, or b) a single body has a majority holding in each.

Article 17

User Charges

1. User charges that may be imposed by the competent charging authorities or bodies of each Contracting Party on the designated airlines of the other Contracting Party shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be assessed on the designated airlines of the other Contracting Party on terms not less favourable than the most favourable terms available to any other airline at the time the charges are assessed.

2. User charges imposed on the designated airlines of the other Contracting Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines using the services and facilities, 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 of paragraphs 1 and 2 of this Article. Each Contracting Party shall encourage the competent charging authorities 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.

4. Neither Contracting Party shall be held, in dispute resolution procedures pursuant to Article 23 of this Agreement, to be in breach of a provision of this Article, unless (i) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable amount of time; or (ii) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

Article 18

Flight 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, 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 mentioned in paragraph 1 that meet the standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with those standards. The other Contracting Party shall then take appropriate corrective action within an agreed time period. 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 paragraph Article 4 (Revocation of Authorization) of this Agreement.

3. Pursuant to Article 16 of the Convention, it is further agreed that any aircraft operated by or on behalf of an airline of one Contracting Party on service to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be 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 that this does not cause unreasonable delay in the operation of the aircraft.

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 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 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. 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 the airline operation. Each Contracting Party reserves the right to immediately suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party.

7. Any action 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 Austria has designated an airline whose regulatory control is exercised and maintained by an European Union Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State and in respect of the operating authorisation of that airline.

Article 19

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, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, and 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 agreement relating to the security of civil aviation which both Parties adhere to.

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, as a minimum, act in conformity with the aviation security provisions and technical requirements established by the International Civil Aviation Organization and designated as Annexes to the Convention, to the extent that such security provisions and requirements 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 or, in the case of the Republic of Austria, operators of aircraft which are established in the territory of Austria under the EU Treaties and have received an operating licence 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 such operators of aircraft shall be required to observe the aviation security provisions and requirements referred to in paragraph 3 above as required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party. For entry into, departure from, or while within the territory of Austria, operators of aircraft shall be required to observe aviation security provisions in conformity with European Union law. 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 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.

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, 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 such request shall constitute grounds to withhold, revoke, limit or impose 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 action 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 20

Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of one Contracting Party, including, in the case of the Republic of Austria, European Union laws and regulations, and unexpired shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services, provided always that such certificates or licences were issued or validated, equal or above the minimum standards established under the Chicago Convention.

2. Paragraph 1) also applies with respect to an airline designated by the Republic of Austria whose regulatory control is exercised and maintained by another European Union Member State.

3. Each Contracting Party, however, reserves the right to refuse to recognize, for flights above its own territory, certificates of competency and licences granted or validated to its own nationals by the other Contracting Party or by any other State.

Article 21

Social Aspects

1. The Contracting Parties recognise the importance of considering the effects of this Agreement on labour, employment and working conditions. The Parties agree to cooperate on labour matters within the scope of this Agreement, inter alia in relation to impacts on employment, fundamental rights at work, working conditions, social protection and social dialogue.

2. The Contracting Parties shall through their laws, regulations and practices promote high levels of protection in the labour and social domain of the civil aviation sector.

3. The Contracting Parties recognise the importance of the benefits that arise when the significant economic gains from open and competitive markets are combined with high labour standards for workers. The Contracting Parties shall implement this Agreement in a manner that contributes to high labour standards and to ensure that the rights and principles contained in their respective laws and regulations are not undermined but effectively enforced.

4. The Contracting Parties reaffirm their commitment, in accordance with their obligations deriving from the membership of the International Labour Organization (ILO) and the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up, adopted by the International Labour Conference at its 86th Session in 1998, to respect, promote and effectively implement and apply the Fundamental Rights and Principles at Work.

5. Each Contracting Party will make continued and sustained efforts towards ratifying, to the extent it has not yet done so, the fundamental ILO conventions.

Article 22

Environmental Protection

1. The Contracting Parties support the need to protect the environment by promoting the sustainable development of aviation.

2. When environmental measures are established, the aviation environmental standards adopted by the International Civil Aviation Organisation in Annexes to the Chicago Convention shall be followed except where differences have been filed.

3. Nothing in this Agreement shall be construed to limit the authority of the competent authorities of a Contracting Party to take all appropriate measures to prevent or otherwise address the environmental impacts of air transport, provided that such measures are fully consistent with their rights and obligations under international law and are applied without distinction as to nationality.

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 endeavour 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 an arbitrator, or the dispute may at the request of either Contracting Party be submitted 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 so nominated.

3. 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 of a notice through diplomatic channels requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of sixty (60) days.

4. If either of the Contracting Parties fails to nominate an arbitrator within the period specified or the third arbitrator is not appointed within in 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. In such case, the third arbitrator shall be a national of a third State and shall act as president of the tribunal and shall determine the place where the arbitration will be held. If the President considers that he is a national of a state, which cannot be regarded as neutral in relation to the dispute, the most senior Vice President who is not disqualified on that ground shall make the appointments. The arbitral tribunal shall reach its decision by a majority of votes.

5. The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

6. If and as long as either Contracting Party fails to comply with any decision given under paragraph (2) of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to a designated airline in default.

7. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties. Any expenses incurred by the President of the Council of the

International Civil Aviation Organization in connection with the procedures of paragraph (4) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

Article 24
Amendments

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations shall begin within a period of sixty (60) days from the date of the request, unless both Contracting Parties agree to an extension of this period. Any modification agreed in such consultations shall be approved by each Contracting Party in accordance with its legal procedures and shall enter into force on the first day of the second month after the Contracting Parties have notified each other through diplomatic channels that these procedures have been complied with.

2. Notwithstanding the provisions of paragraph 1 of this Article, amendments relating only to the Annex may be agreed upon between the aeronautical authorities of the Contracting Parties and shall become effective as agreed between them subject to the national laws and regulations of the Contracting Parties.

Article 25
Multilateral Conventions

If any multilateral convention concerning air transportation enters into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with Article 23 of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the said multilateral convention.

Article 26
Provision of Statistics

The aeronautical authorities of one Contracting Party shall supply the aeronautical authorities of the other Contracting Party, at their request, with such statistics as may be reasonably required for information purposes subject to the laws and regulations of each Contracting Party.

Article 27
Termination

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

2. In such case this Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement of the Contracting Parties prior to the expiry of such 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 the International Civil Aviation Organization.

Article 28
Registration with ICAO

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

Article 29
Entry into force

This Agreement shall enter into force on the first day of the second month after the Contracting Parties have notified each other through diplomatic channels that the procedures necessary for the entry into force of this Agreement have been completed.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement in duplicate in the English and German languages, all texts being equally authentic. In the case of differences in interpretation of provisions of this Agreement the English text shall prevail.

Done at Kigali on 19 July 2022

For the Austrian Federal Government	For the Government the Republic of Rwanda

Christian Feller
Ambassador

ANNEX

ROUTE SCHEDULE

1. Routes which may be operated by the designated airlines of Rwanda, in both directions:

Points of origin	Intermediate points	Points of destination	Points beyond
Any points in Austria	Any points	Any points in Rwanda	Any points

2. Routes which may be operated by the designated airlines of Austria, in both directions:

Points of origin	Intermediate points	Points of destination	Points beyond
Any points in Rwanda	Any points	Any points in Austria	Any points

3. Each designated airline may, when operating an agreed service on a specified route, on any or all flights and at its option:
   a. Operate flights in either or both directions;
   b. Combine different flight numbers within one aircraft operation;
   c. Serve intermediate and beyond points, as specified in paragraph 1 of this Annex, and points in the territories of the Parties on the routes in any combination and in any order;
   d. Omit stops at any point or points;
   e. Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes;
   f. Make stopovers at any points whether within or outside the territory of the other Contracting Party;
   g. Carry transit traffic through the other Contracting Party's territory; and
   h. Combine traffic on the same aircraft regardless of where such traffic originates;

4. Any intermediate points and points beyond may be served by the designated airline(s) of each Contracting Party without exercising Fifth Freedom traffic rights.

   The exercise of Fifth Freedom traffic rights may be agreed upon by the aeronautical authorities of the two Contracting Parties.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 006/01 ryo ku wa 26/01/2024 ryemeza burundu Amasezerano hagati ya Guverinoma Yunze Ubumwe ya Autriche na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 19 Nyakanga 2022	**Seen to be annexed to Presidential Order nº 006/01 of 26/01/2024 ratifying the Air Services Agreement between the Austrian Federal Government and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 19 July 2022**	**Vu pour être annexé à l'Arreté Présidentiel nº 006/01 du 26/01/2024 ratifiant l'Accord sur les services aériens entre le Gouvernement Fédéral Autrichien et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 19 juillet 2022**

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 007/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA RUBANDA YA BANGLADESH AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NEW DELHI MU BUHINDE, KU WA 12 MUTARAMA 2023	PRESIDENTIAL ORDER N° 007/01 OF 26/01/2024 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH SIGNED AT NEW DELHI, INDIA, ON 12 JANUARY 2023	ARRÊTÉ PRÉSIDENTIEL N° 007/01 DU 26/01/2024 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE POPULAIRE DU BANGLADESH, SIGNÉ À NEW DELHI, EN INDE, LE 12 JANVIER 2023
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ITEKA RYA PEREZIDA N° 007/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA RUBANDA YA BANGLADESH AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NEW DELHI MU BUHINDE, KU WA 12 MUTARAMA 2023	PRESIDENTIAL ORDER N° 007/01 RYO KU WA 26/01/2024 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH SIGNED AT NEW DELHI, INDIA, ON 12 JANUARY 2023	ARRÊTÉ PRÉSIDENTIEL N° 007/01 RYO KU WA 26/01/2024 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE POPULAIRE DU BANGLADESH, SIGNÉ À NEW DELHI, EN INDE, LE 12 JANVIER 2023
Twebwe, KAGAME Paul, Perezida wa Repubulika;	**We, KAGAME Paul,** President of the Republic;	**Nous, KAGAME Paul,** Président de la République ;
Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168 ;
Dushingiye ku Itegeko n° 012/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Rubanda ya Bangladesh yo gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i New Delhi mu Buhinde, ku wa 12 Mutarama 2023;	Pursuant to Law n° 012/2024 of 26/01/2024 approving ratification of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the People's Republic of Bangladesh, signed at New Delhi, India, on 12 January 2023;	Vu la Loi n° 012/2024 du 26/01/2024 portant approbation de ratification de l'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Populaire du Bangladesh, signé à New Delhi, en Inde, le 12 janvier 2023 ;
Tumaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Rubanda ya	After consideration of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the	Après examen de l'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de

Bangladesh yo gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i New Delhi mu Buhinde, ku wa 12 Mutarama 2023; 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 Rubanda ya Bangladesh yo gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i New Delhi mu Buhinde, ku wa 12 Mutarama 2023, ari ku mugereka w'iri teka, 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.	Government of the People's Republic of Bangladesh signed at New Delhi, India, on 12 January 2023; On proposal by the Minister of Infrastructure; After consideration and approval by the Cabinet; **DO ORDER:** **<u>Article One</u>: Ratification** The Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the People's Republic of Bangladesh, signed at New Delhi, India, on 12 January 2023, annexed to this Order 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 implementation of this Order.	la République Populaire du Bangladesh, signé à New Delhi, en Inde, le 12 janvier 2023 ; Sur proposition du Ministre des Infrastructures ; Après examen et adoption par le Conseil des Ministres ; **ARRÊTONS :** **<u>Article premier</u> : Ratification** L'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Populaire du Bangladesh, signé à New Delhi, en Inde, le 12 janvier 2023, annexé au présent arrêté, 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 chargés de l'exécution du présent arrêté.

<u>Ingingo ya 3</u>: Ingingo y'ururimi Iri teka ryateguwe mu rurimi rw'Icyongereza. **<u>Ingingo ya 4</u>: Gutangira gukurikizwa** Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	**<u>Article 3</u>: Language provision** This Order was drafted in English. **<u>Article 4</u>: Entry into force** This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**	**<u>Article 3</u> : Disposition linguistique** Le présent arrêté a été rédigé en anglais. **<u>Article 4</u> : Entrée en vigueur** Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 007/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA RUBANDA YA BANGLADESH AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NEW DELHI MU BUHINDE, KU WA 12 MUTARAMA 2023	**ANNEX TO PRESIDENTIAL ORDER N° 007/01 OF 26/01/2024 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH, SIGNED AT NEW DELHI, INDIA, ON 12 JANUARY 2023**	**ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 007/01 DU 26/01/2024 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE POPULAIRE DU BANGLADESH, SIGNÉ À NEW DELHI, EN INDE, LE 12 JANVIER 2023**

AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA RUBANDA YA BANGLADESH AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NEW DELHI MU BUHINDE, KU WA 12 MUTARAMA 2023	**BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH, SIGNED AT NEW DELHI, INDIA, ON 12 JANUARY 2023**	**L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE POPULAIRE DU BANGLADESH, SIGNÉ À NEW DELHI, EN INDE, LE 12 JANVIER 2023**

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

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PREAMBLE

The Government of the Republic of Rwanda and the Government of the People's Republic of Bangladesh (hereinafter referred to individually as the "Contracting Party" respectively and collectively as the "Contracting Parties");

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;

Desiring to conclude an Agreement in conformity with and supplementary to the said Convention, 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; and

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 Authorities" means, in the case of Rwanda, the Ministry in charge of Civil Aviation or any other entity or person empowered to perform the functions exercised by the said authority, and, in the case of the People's Republic of Bangladesh, the Civil Aviation Authority of Bangladesh duly authorized by the Ministry of Civil Aviation and Tourism;

b) "Agreed Services" means scheduled International Air Services between and beyond the respective territories of Rwanda and Bangladesh for the transportation of passengers, baggage and cargo, separately or in any combination;

c) "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex;

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) "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 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" 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 that has been designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;

i) "tariffs" means the prices which the Designated Airlines charge for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including the commissions paid to agencies and other auxiliary services, 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; and

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) All references to the words in singular shall be construed to include the plural and all references to words in the plural shall be construed to include the singular as the context requires.

(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;

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 in the Route Schedule annexed to this Agreement; and

d) otherwise specified in this Agreement.

(3) Additionally, the Airline(s) of each Contracting Party, other than those designated under Article 3 (Designation and Authorisation) of this Agreement, shall also enjoy the rights specified in subparagraphs 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.

(7) All rights granted in this Article by each Contracting Party shall not be assigned to any other third party.

ARTICLE 3
DESIGNATION AND AUTHORISATION

(1) The Aeronautical Authorities of each Contracting Party shall have the right to designate one or more airline(s) 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 designations and any changes thereto shall be made in writing by the Aeronautical Authorities of the Contracting Party having designated the Airline to the Aeronautical Authorities 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, grant the appropriate operating authorisations with minimum procedural delay, provided:

(a) the incorporation and principal place of business of the airline are in the territory of the Contracting Party designating the Airline;

(b) the Contracting Party designating the Airline has and maintains effective regulatory control of the Airline;

(c) 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; and

(d) the Contracting Party designating the Airline is maintaining and administering the standards set forth in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement.

(3) When an airline has been so designated and authorised, it may begin at any time to operate the Agreed Services in whole or in part, provided that the Airline complies with the applicable provisions of this Agreement.

ARTICLE 4
WITHHOLDING, REVOCATION, SUSPENSION AND LIMITATION OF OPERATING AUTHORISATIONS

(1) The Aeronautical Authorities of each Contracting Party shall, with respect to an Airline designated by the other Contracting Party, have the right to withhold, revoke, suspend, limit, or impose conditions on the operating authorisation where:

(a) the Aeronautical Authorities are not satisfied that the incorporation and principal place of business of the Airline are in the territory of the Contracting Party designating the Airline; or

(b) the Aeronautical Authorities are not satisfied that the Contracting Party designating the Airline has and maintains effective regulatory control of the Airline; or

(c) the airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of International Air Services by the Contracting Party receiving the designation; or

(d) the other Contracting Party designating the Airline is not maintaining and administering the standards as set forth in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement; or

(e) the Airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

(2) Unless immediate action is essential to prevent further noncompliance with subparagraphs 1(b) or 1(c) of this Article, the rights established by this Article shall be exercised only after consultation with the Aeronautical Authorities of the other Contracting Party, as provided for in Article 21 (Consultations) of this Agreement.

(3) This Article does not limit the rights of either Contracting Party to withhold, revoke, limit, suspend, limit or impose conditions on the operating authorisation of a Designated Airline or Airlines of the other Contracting Party in accordance with the provisions of Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement

(4) In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 23 (Settlement of Disputes) shall not be prejudiced.

ARTICLE 5
APPLICATION OF LAWS

(1) While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the Designated Airline of other Contracting Party.

(2) While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the admission to, or departure from its territory of passengers, baggage, crew and cargo, on aircraft (including 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 of the other Contracting Party's Airlines.

(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 each 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 in direct transit shall be exempt from customs duties, excise taxes and other similar national and/or local fees and charges.

ARTICLE 6
AVIATION SAFETY

(1) Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party relating to Aeronautical facilities, flight crew, aircraft and operation of the designated airlines. Such consultations shall take place within thirty30 (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 any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the other Contracting Party shall be notified 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 15 (fifteen) days or such longer period as may be agreed shall be grounds for the application of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisations) 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 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 authorised representatives of the other Contracting Party, provided this does not cause unreasonable delay, in the operation of the aircraft. The purpose of this search shall be to verify the validity of the relevant aircraft documentation, the licensing of its flight crew, and the apparent condition of aircraft and its equipment (in this Article called "ramp inspection").

(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 licences in respect of that aircraft or in respect of the flight 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 those 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 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 7
AVIATION SECURITY

(1) Each Contracting Party may request consultations at any time concerning security standards in any area relating to crew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 (thirty) days of the request.

(2) 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.

(3) 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 *Montreal 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, and any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.

(4) 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 relevant threat to the security of civil aviation.

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

(6) 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.

(7) Each Contracting Party agrees that its operators of aircraft referred to in paragraph (6) of this

Article may be required to observe the aviation security provisions referred to in paragraph (4) of this Article applied by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party.

(8) 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.

(9) 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 occur, 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.

(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 Authorities of the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within 15 (fifteen) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisations) of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 of this Agreement prior to the expiry of 15 (fifteen) 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 8
MUTUAL RECOGNITION OF CERTIFICATES AND LICENCES

(1) Certificates of airworthiness, certificates of competency and licences issued, or rendered valid by one Contracting Party and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the Agreed Services on the specified routes, provided that the requirements under which such certificates and licences were issued, or rendered valid, are equal to or higher than the minimum requirements which are, or may be in the future, established under the Convention.

(2) Each Contracting Party, however, reserves the right to refuse to recognise, for flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

(3) If the privileges or conditions of the licences 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 ICAO, the Aeronautical Authorities of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under paragraph (2) of Article 6 of this Agreement, request consultations with the Aeronautical Authorities of the other Contracting Party in accordance with Article 21 (Consultations) of this Agreement, 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 paragraph (1) of Article 4 of this Agreement.

ARTICLE 9
CAPACITY

(1) The total capacity to be provided on the Agreed Services by the Designated Airlines of the Contracting Parties shall be agreed between, or approved by, the Aeronautical Authorities of both the Parties before the commencement of the operations, and thereafter according to anticipated traffic requirements.

(2) The Agreed Services to be operated by the Designated Airlines of the Contracting Parties shall have as their primary objective, the provision at reasonable load factors of capacity adequate to meet the traffic requirements between the territories of the two Contracting Parties.

(3) Each Contracting Party shall allow fair and equal opportunity for the Designated Airlines of both parties to operate the Agreed Services between their respective territories so as to achieve equality and mutual benefit, in principle by equal sharing of the total capacity between the Contracting Parties.

(4) Each Contracting Party and its Designated Airline(s) shall take into consideration the interests of the other Contracting Party and its Designated Airline(s) so as not to affect unduly the services which the latter provides.

(5) If, on review, the Contracting Parties fail to agree on the capacity to be provided on the Agreed Services, the capacity that may be provided by the Designated Airlines of the Contracting Parties shall not exceed the total capacity (including seasonal variations) previously agreed to be provided.

ARTICLE 10
APPROVAL OF SCHEDULES

(1) The Designated Airlines of each Contracting Party shall submit for approval to the Aeronautical Authorities of the other Contracting Party 30 (thirty) days prior to the inauguration of its International Air Services, the schedule of 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 of a Contracting Party wishes to operate ad-hoc flights supplementary to those covered in the approved schedules, it shall obtain prior permission of the Aeronautical Authorities of the Contracting Party concerned, which shall give positive and favorable consideration to such request.

ARTICLE 11
STATISTICS

The Aeronautical Authorities of each Contracting Party shall provide or cause its designated airlines to provide to the Aeronautical Authorities of the other Contracting Party, at their request, statistics relating to the traffic uplifted from and discharged in the territory of that other Contracting Party as may be reasonably required.

ARTICLE 12
COOPERATIVE MARKETING ARRANGEMENTS

(1) In operating or holding out the Agreed Services on the specified routes, any Designated Airline of one Contracting Party may enter into cooperative marketing arrangements such as code-sharing, blocked-space, free flow or any other joint venture arrangements with:

(a) an Airline(s) of the same Contracting Party, or

(b) an Airline(s) of the other Contracting Party; or

(c) an Airline(s) of a third country,

provided that all Airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned.

(2) In the event of code-sharing arrangement, the marketing Airline shall, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which Airline or Airlines will actually operate each sector of the service and with which Airline the purchaser is entering into a contractual relationship.

(3) The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-share flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary as provided for in paragraph (2) of this Article.

(4) All code-sharing arrangements shall have prior approval of the appropriate Aeronautical Authorities before implementation.

(5) It is the common understanding of both Contracting Parties that code-share services are not counted against the frequency entitlement of the marketing Airline.

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 selling and marketing International Air Services as well as for other ancillary products and facilities required for the provision of Air Services.

(2) The Designated Airlines of each Contracting Party shall be entitled, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial, operational, sales, technical and specialist personnel of any nationality and representatives as they may be required in connection with the provision of Air Services.

(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, organisation or company operating in the territory of the other Contracting Party and authorised 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 Services and its ancillary products and facilities in the territory of the other Contracting Party.

(5) The Designated Airlines of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such Air Services and its ancillary products and facilities in local currency or in any other freely convertible currency.

(6) The Designated Airline of each 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.

(7) Each Designated Airline shall have the right to provide their own ground handling services in the territory of the other Contracting Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorised for the provision of such services. Where the laws and regulations applicable to ground handling in the territory of one Contracting Party do not allow self-handling or limit the freedom to contract these services out, each Designated Airline shall be treated on a non-discriminatory basis as regards their

access to ground handling services provided by a supplier or suppliers.

(8) Notwithstanding anything contained in this Article, the exercise of rights under this Article shall be in accordance with the applicable domestic rules and regulations as well as domestic tax laws or applicable Double Taxation Avoidance Agreement.

ARTICLE 14
TARIFFS

(1) Each Contracting Party shall allow tariffs for air transportation to be established by each Designated Airline based upon commercial considerations in the marketplace. 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 that are artificially low.

(2) Each Contracting Party may require notification or filing of tariffs proposed by the Designated Airline(s) of the other Contracting Party for carriage to or from its territory at least 60 (sixty)days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the concerned Aeronautical Authority. Each Contracting Party shall have the right to approve or disapprove tariffs for one-way or round-trip carriage between the territories of the two Contracting Parties, which commences in its own territory.

(3) 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. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request for 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 30 (thirty) 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 an 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 tariff shall go into effect or continue in effect.

ARTICLE 15
CUSTOMS DUTIES AND OTHER CHARGES

(1) Each Contracting Party shall on the basis of reciprocity exempt the Designated Airlines of the other Contracting Party to the fullest extent possible under its national law 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 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 Airlines, as well as printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the Designated Airlines 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 Airlines.

(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; or

(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, 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 one 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 other Airline enjoys the same exemption(s) from that other Contracting Party.

ARTICLE 16
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, where practicable through those Airlines' representative organisations. Each Contracting Party shall encourage the competent charging bodies to provide users with reasonable notice whenever possible of any proposal for changes in user charges together with relevant supporting information and data, to enable users to express their views before the charges are revised.

ARTICLE 17
TRANSFER OF FUNDS

(1) Each Contracting Party shall grant 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 Services, 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 transfer 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, that other Contracting Party 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 transfer of funds between the two Contracting Parties, such agreement shall prevail.

ARTICLE 18
LEASING

(1) Each Contracting Party may prevent the use of leased aircraft for Air Services under this Agreement which does not comply with Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement.

(2) Subject to paragraph (1) of this Article, the Designated Airlines of each Contracting Party may use aircraft (or aircraft and crew) leased from any company, including other Airlines, provided that this would not result in a lessor Airline exercising traffic rights it does not have.

ARTICLE 19
INTERMODAL SERVICES

The Designated Airlines of each Contracting Party shall be permitted to use surface modes of transport, subject to the national laws and regulations of the Contracting Party receiving the Designated Airlines, in conjunction with the international passenger and/or cargo Air Services

ARTICLE 20
EXCHANGE OF INFORMATION

The Aeronautical Authorities of both Contracting Parties shall exchange information as needed in order to achieve close cooperation and agreement in all matters pertaining to the application of this Agreement.

ARTICLE 21
CONSULTATIONS

(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.

(2) Except as provided in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement, either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement and/or its Annex. Such consultations, which may be through discussion or correspondence, shall begin within

a period of 60 (sixty) days from the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 22
AMENDMENT OF AGREEMENT

(1) If either Contracting Party considers it desirable to amend any provision of this Agreement, it shall notify the other Contracting Party in writing on the need for amendment.

(2) Any amendment to this Agreement agreed upon by the Contracting Parties, shall enter into force upon the completion of the exchange of diplomatic notes confirming such agreement.

(3) Notwithstanding the provisions of paragraph (2) of this Article, any amendment of the Annex to this Agreement shall be agreed upon in writing between the Aeronautical Authorities of the Contracting Parties and shall enter into force on the date to be determined by the said Authorities.

(4) 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 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 consultations or through diplomatic channels.

(2) If the Contracting Parties fail to reach a settlement by consultations or through diplomatic channels, they may agree to refer the dispute for decision to some person or body, as they may agree on, for mediation.

(3) If the Contracting Parties do not agree to mediation, or if a settlement is not reached by consultations or through diplomatic channels, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of 3 (three)arbitrators which shall be constituted in the following manner:

(a) Within thirty 30 (thirty) days of receipt of a written 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 60 (sixty)days of the appointment of the second arbitrator;

(b) If within the time limits specified in subparagraph 3(a) of this Article, any appointment

has not been made, either Contracting Party may, in writing, request the President of the Council of the ICAO to make the necessary appointment within 30 (thirty)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 Contracting 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. At the direction of the tribunal, or at the written request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated shall be held not later than 30 (thirty) 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 45 (forty-five)days after the tribunal is fully constituted. Replies shall be due 60 (sixty) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within 30 (thirty) days after replies are due.

(6) The tribunal shall attempt to give a written decision within 30 (thirty) days after completion of the hearing or, if no hearing is held, 30 (thirty) days after both replies are submitted. The decision shall be taken by a majority vote.

(7) The Contracting Parties may submit written requests for clarification of the decision within 15 (fifteen) days after they receive the decision of the tribunal, and such clarification shall be issued within 15(fifteen) 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, each of 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 ICAO in implementing the procedures in subparagraph 3(b) of this Article.

(10) If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph (6) of this Article, the other Contracting Party may withhold, limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 24
REGISTRATION

This Agreement and any amendments thereto shall be registered upon their entry into force with the ICAO.

ARTICLE 25
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 ICAO. In such case the Agreement shall terminate 12 (twelve)months after the date of receipt of notice by the other Contracting Party, unless the notice to terminate is withdrawn before the expiry of this period, due to the agreement reached by the Contracting Parties

(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 14 (fourteen) days after the receipt of the notice by the ICAO.

ARTICLE 26
ENTRY INTO FORCE

(1) This Agreement shall enter into force on the date of the later note in an exchange of Notes through diplomatic channels between the Contracting Parties, confirming that their respective domestic requirements for bringing the Agreement into force have been complied with.

(2) Pending the entry into force of the Agreement in accordance with paragraph (1) of this Article, the Agreement shall be applied provisionally by the Contracting Parties from the date of its signature.

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

Done at NEW DELHI on this 12 day of January of the year 2023

.....

H.E Mrs. Jacqueline MUKANGIRA
High Commissioner
High Commission of the Republic of Rwanda in India

FOR AND ON BEHALF OF THE GOVERNMENT OF THE REPUBLIC OF RWANDA

.....

H.E Mr. Md. Mustafizur Rahman
High Commissioner
High Commission for the People's Republic of Bangladesh in India

FOR AND ON BEHALF OF THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

ANNEX

ROUTE SCHEDULE

Section 1:

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

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points	Any Points	Any Points	Any Points

Section 2:

Routes to be operated by the Designated Airline(s) of the People's Republic of Bangladesh

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points	Any Points	Any Points	Any Points

NOTES

(1) While operating an agreed service on a specified route, each Designated Airline may, in addition to the rights specified in Article 2 (Grant of Rights) of this Agreement, on any or all flights and at its option:

(a) operate flights in either or both directions;

(b) combine different flight numbers within one aircraft operation;

(c) serve intermediate and beyond points and points in the territories of the Contracting Parties on the routes in any combination and in any order;

(d) omit stops at any point or points;

(e) transfer traffic, including code-sharing operations, from any of its aircraft to any of its other aircraft at any point on the routes;

(f) serve points behind any point in the territory of the Contracting Party designating the

airline with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services; and

(g) make stopovers at any point whether within or outside the territories of the Contracting Parties.

(2) The designated airline(s) of either Contracting Party shall have the right to terminate its air services in the territory of the other Contracting Party.

(3) The Aeronautical Authorities of the Contacting Parties shall decide the capacity, frequency, intermediate points, beyond points in respect of the Agreed Services and the exercise of fifth freedom traffic rights by the Designated Airlines.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 007/01 ryo ku wa 26/01/2024 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Rubanda ya Bangladesh yo gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i New Delhi mu Buhinde, ku wa 12 Mutarama 2023	**Seen to be annexed to Presidential Order nº 007/01 of 26/01/2024 ratifying the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the People's Republic of Bangladesh, signed at New Delhi, India, on 12 January 2023**	**Vu pour être annexé à l'Arreté Présidentiel nº 007/01 du 26/01/2024 ratifiant l'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Populaire du Bangladesh, signé à New Delhi, en Inde, le 12 janvier 2023**

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 008/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA BARBADOS NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 09 UGUSHYINGO 2022	PRESIDENTIAL ORDER N° 008/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF BARBADOS AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 09 NOVEMBER 2022	ARRÊTÉ PRÉSIDENTIEL N° 008/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE BARBADOS ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 09 NOVEMBRE 2022
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ITEKA RYA PEREZIDA N° 008/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA BARBADOS NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 09 UGUSHYINGO 2022	PRESIDENTIAL ORDER N° 008/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF BARBADOS AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 09 NOVEMBER 2022	ARRÊTÉ PRÉSIDENTIEL N° 008/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE BARBADOS ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 09 NOVEMBRE 2022
Twebwe, KAGAME Paul, Perezida wa Repubulika;	**We, KAGAME Paul,** President of the Republic;	**Nous, KAGAME Paul,** Président de la République ;
Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168 ;
Dushingiye ku Itegeko n° 013/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Barbados na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 09 Ugushyingo 2022;	Pursuant to Law n° 013/2024 of 26/01/2024 approving ratification of the Air Services Agreement between the Government of Barbados and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 09 November 2022;	Vu la Loi n° 013/2024 du 26/01/2024 portant approbation de ratification de l'Accord sur les services aériens entre le Gouvernement de Barbados et le Gouvernement de la République du Rwanda, signé à Kigali, Rwanda, le 09 novembre 2022;
Tumaze gusuzuma Amasezerano hagati ya Guverinoma ya Barbados na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho	After consideration of the Air Services Agreement between the Government of Barbados and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 09 November 2022;	Après examen de l'Accord sur les services aériens entre le Gouvernement de Barbados et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 09 novembre 2022 ;

umukono i Kigali mu Rwanda, ku wa 09 Ugushyingo 2022;		
Bisabwe na Minisitiri w'Ibikorwa Remezo;	On proposal by the Minister of Infrastructure;	Sur proposition du Ministre des Infrastructures;
Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;	After consideration and approval by the Cabinet;	Après examen et adoption par le Conseil des Ministres ;
DUTEGETSE:	**DO ORDER:**	**ARRÊTONS :**
Ingingo ya mbere: Kwemeza burundu	**Article One: Ratification**	**Article premier : Ratification**
Amasezerano hagati ya Guverinoma ya Barbados na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 09 Ugushyingo 2022, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.	The Air Services Agreement between the Government of Barbados and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 09 November 2022, annexed to this Order, is ratified and becomes fully effective.	L'Accord sur les services aériens entre le Gouvernement de Barbados et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 09 novembre 2022, annexé au présent arrêté, est ratifié et sort son plein et entier effet.
Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka	**Article 2: Authorities responsible for the implementation of this Order**	**Article 2 : Autorités chargées de l'exécution du présent arrêté**
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 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.	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.

<u>Ingingo ya 3</u>: Ingingo y'ururimi Iri teka ryateguwe mu rurimi rw'Icyongereza. **<u>Ingingo ya 4</u>: Gutangira gukurikizwa** Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	**<u>Article 3</u>: Language provision** This Order was drafted in English. **<u>Article 4</u>: Entry into force** This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**	**<u>Article 3</u> : Disposition linguistique** Le présent arrêté a été rédigé en anglais. **<u>Article 4</u> : Entrée en vigueur** Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 008/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA BARBADOS NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 09 UGUSHYINGO 2022	**ANNEX TO PRESIDENTIAL ORDER N° 008/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF BARBADOS AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 09 NOVEMBER 2022**	**ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 008/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE BARBADOS ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 09 NOVEMBRE 2022**

AMASEZERANO HAGATI YA GUVERINOMA YA BARBADOS NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 09 UGUSHYINGO 2022	**AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF BARBADOS AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 09 NOVEMBER 2022**	**ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE BARBADOS ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 09 NOVEMBRE 2022**

AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF BARBADOS

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

The Government of Barbados and The Government of the Republic of Rwanda, hereinafter reffered to as the "Contracting Parties",

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing 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:

1. The term "**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 or 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;

2. The term "**Agreement**" means this Agreement, the Annex attached thereto and any Protocols or similar documents amending the present Agreement or the Annex;

3. The term "**Aeronautical Authorities**" means in the case of the Government of Barbados; the Minister responsible for Civil Aviation, and in the case of the Government of the Republic of Rwanda, the Ministry in charge of Civil Aviation, and in both cases any person or body authorized to perform any functions at present exercisable by the said authorities or similar functions;

4. The term "**Designated Airline**" means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;

5. The terms "**Air Service**", "**International Air Service**", "**Airline**" and "**stop for non-traffic purposes**", have the meanings respectively assigned to them in Article 96 of the Convention;

6. The term "**Capacity**" in relation to an aircraft means the payload of the aircraft available on the route or section of a route; and in relation to a specified air service means the capacity of aircraft, used on such service, multiplied by the frequency of the flights, operated by such an aircraft over a given period and route or section of route;

7. The terms "**Agreed Services**" and "**Specified Routes**" have the meaning respectively of scheduled international air services for the transport of passengers and cargo, including mail, separately or in combination and of routes specified in the Annex to this Agreement;

8. The term "**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;

9. The term "**User Charges**" means fees or rates levied to airlines for the use of airports, navigational facilities and including related services and facilities for aircraft, their crews, passengers and cargo offered by one Contracting Party to the other;

10. The term "**Territory**" in relation to a state has the meaning assigned to it in Article 2 of the Convention.

11. The term "**Caribbean Community (CARICOM)**" means the Community of States established by Article 2 of the Revised Treaty of Chaguaramas establishing the Caribbean Community and includes the CARICOM Single Market and Economy (CSME) established by the provisions of that Treaty. The term '**Caribbean Community Member State**" means a State that is a member of the Caribbean Community

ARTICLE 2
Applicability of Chicago Convention

The provisions of this Agreement shall be subject to the provisions of the Convention in so far as those provisions are applicable to international air services.

ARTICLE 3
Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of its scheduled and non-scheduled international air services:
   a) the right to fly across its territory without landing;
   b) the right to make stops in its territory for non-traffic purposes.

2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled and non-scheduled international air services on the routes specified in the appropriate section of the Schedules annexed to this Agreement. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route, the airlines designated by each Contracting Party shall enjoy in addition to the rights specified in paragraph 1 of this Article the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Schedules annexed to this Agreement for the purpose of taking on board and discharging passengers and cargo including mail, in combination or separately.

3. Nothing in paragraph (2) of this Article shall be deemed to confer on the designated airlines of one Contracting Party, the privilege of taking on board, in the territory of the other Contracting Party, passengers and cargo including mail carried for hire or reward and destined for another point in the territory of the other Contracting Party.

ARTICLE 4
Designation and Authorization

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline or airlines for the purposes of operating the agreed services on the specified route and to withdraw or alter the designation of any such airline or to substitute another airline for one previously designated.

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, with minimum procedural delay, grant to the airline(s) designated, the appropriate operating authorizations subject to such airline(s) meeting the requisite requirements of the Contracting Party's Aeronautical Authority for that authorization, provided that:

(a) In the case of an airline designated by Rwanda

(i) it is established in Rwanda and has a valid operating licence in accordance with the applicable laws of Rwanda; and

(ii) effective regulatory control of the airline is exercised and maintained by Rwanda as being responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation;

(b) In the case of an airline designated by Barbados:

EITHER

(i) it is established in the territory of Barbados and/or in a Caribbean Community (CARICOM) Member State and has a valid Operating Licence in accordance with the applicable laws of Barbados and/or as relevant, the applicable laws of that CARICOM Member State; and

(ii) effective regulatory control of the airline is exercised and maintained by Barbados or the CARICOM 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 substantially owned and effectively controlled by Barbados and/or a CARICOM Member State (s) and/or their nationals.

OR

(iv) the airline is incorporated and has its principal place of business in Barbados and holds a current Air Operator's Certificate issued by the aeronautical authority of Barbados;

AND

(v) 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 Rwanda.

3. 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 normally and reasonably applied to the operation of international air services by such 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 3 of this Agreement, in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that effective control of that airline is, in the case of Rwanda vested in Rwanda and in the case of Barbados, vested in Barbados, a CARICOM Member State(s) and/or their nationals.

5. When an airline has been so designated and authorized it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 8 of this Agreement, is in force in respect of the service.

ARTICLE 5
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 3 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:

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 the airline(s) in the case of Rwanda, is not as described in paragraph 2(a) of

Article 4 and in the case of Barbados is not as described in paragraph 2(b) of Article 4; or

d) in accordance with Article 13 (Aviation Safety) 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 13 (Aviation Safety) 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 23 (Settlement of Disputes) 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 infringement of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 6
Exemption from Customs and other Duties

1. Aircraft operated on international air services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, and aircraft stores (including food, beverages, tobacco) on board such aircraft shall be exempted from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies 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. The following shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed:

a) aircraft stores taken on board in the territory of a Contracting Party, and for use on board outbound aircraft engaged in an international air service of the other Contracting Party;

b) spare parts and regular equipment introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Contracting Party;

c) fuel and lubricants supplied in the territory of a Contracting Party to outbound aircraft of a designated airline of the other Contracting Party engaged in an international air service, even when these supplies are

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to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board;

d) advertising materials, uniform items and airline documentation having no commercial value used by the designated airlines of one Contracting Party in the territory of the other Contracting Party;

e) the office equipment introduced in the territory of either Contracting Party in order to be used in the offices of the designated airline of the other Contracting Party provided that such equipment is in the disposal of those offices during three (3) years from the date of their introduction into that territory and the principle of reciprocity applies.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.

3. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to a very simplified control. Baggage and cargo in direct transit only shall be exempt from customs duties and other similar taxes.

4. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of 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 territory. In such a 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 in accordance with customs regulations.

ARTICLE 7
Principles Governing Operation of Agreed Services

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the designated airline of one Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

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 for the carriage of passengers and cargo including mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo including mail both taken on board and discharged at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;

b) traffic requirements of the area through which the agreed service passes, after taking account of other transport services established by airlines of the States comprising the area; and
c) the requirements of through airline operation.

4. 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.

5. Each Contracting Party shall allow the designated airlines to determine the capacity and the number of frequencies to be operated based upon commercial consideration in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequencies or 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.

ARTICLE 8
Tariffs

1. Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. 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 that are artificially low.

2. Tariffs for international air transportation between the territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed tariffs to the Aeronautical Authorities of the Contracting Parties in a manner and format acceptable to those Aeronautical Authorities.

3. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by designated airlines of either Contracting Party for international air transportation. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph (1) of this Article, it shall request for 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 dissatisfactiqon 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 tariff shall go into effect or continue in effect.

ARTICLE 9
Approval of Time-Tables

The designated airline shall submit for approval to the Aeronautical Authorities of the other Contracting Party the flight time-table including the type of aircraft to be used as well as the capacity. This should be submitted not later than forty-five (45) days prior to the inauguration of the scheduled flights. This requirement shall also apply to later amendments. In special cases, if necessary, the mentioned time limit may be reduced after consultation between the mentioned Authorities.

ARTICLE 10
Provision of Statistics

The Aeronautical Authorities of a Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party at their 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 the Contracting Party referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

ARTICLE 11
Transfer of Earnings

Each Contracting Party shall grant to the designated airline of the other Contracting Party, the right of free transfer of the excess receipts over expenditure earned in the territory of the respective Contracting Party. Such transfer shall be effected on the basis of official exchange rates or where there are no official exchange rates, at the prevailing foreign exchange market rates for current payment.

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. Without limiting 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, and 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, done at Montreal on

24 February 1988, and the provisions of multilateral agreements which will become binding on 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, 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 on International Civil Aviation to the extent that such security provisions are applicable to both 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.

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.

5. 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 positive 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 occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such an incident or threat thereof.

7. Should one Contracting Party have problems with regard to the aviation security provisions of this Article, the aeronautical authorities of either Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party.

8. Failure to reach a satisfactory agreement within a period of fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the authorization and technical permissions of the airline or airline designated by another Party.

9. When required by an emergency, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

Article 13
Aviation Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. 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 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 fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 5 of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the 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 the airline or airlines of one Contracting Party in accordance with paragraph (3) above is denied by the 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) above arise and draw the conclusions referred in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorization of the airline of the other Contracting Party immediately in the

event the first Contracting Party concludes, whether as a result of a 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) above shall be discontinued once the basis for the taking of that action ceases to exist.

Article 14
User Charges

Any charge that may be imposed or permitted to be imposed by a Contracting Party for the use of airports and air navigation facilities by the aircraft of the other Contracting Party shall not be higher than those that would be paid by its national aircraft engaged in scheduled or non-scheduled international air services.

ARTICLE 15
Place of Taxation

1. The revenue derived from International traffic operations by an airline designated by a Contracting Party shall be taxable only in the State where the headquarters of the said airline are situated.

2. In case a particular Agreement exists between the Contracting Parties on this subject, the provisions of that Agreement shall be applicable.

ARTICLE 16
Applicability of National Legislation

1. The laws and regulations of one Contracting Party as to the entry into, stay in and departure from its territory of passengers, crew and cargo including mail, such as regulations relating to entry, clearance, immigration, passports, customs, currency, health and quarantine shall be complied with by or on behalf of such passengers, crew, cargo or mail carried by the designated airline of the other Contracting Party upon entrance into or departure from, or while within the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft while within its territory, shall be applied to aircraft of the designated airline of the other Contracting Party.

ARTICLE 17
Intermodal Services

The designated airlines of each Contracting Party shall be permitted to use surface modes of transport, subject to the national laws and regulations of the Contracting Party receiving the designated airlines, in conjunction with the international passenger and/or cargo air services.

ARTICLE 18
Code-share/Cooperative arrangements

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

   a) an airline(s) of the same Contracting Party, or

   b) an airline(s) of the other Contracting Party; or

   c) an airline(s) of a third country,

provided that all airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned.

2. The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-shared flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary information in the following ways:

   a) Orally and, if possible, in writing at the time of booking;
   b) In written form, on the ticket itself and/or (if not possible), on the itinerary document accompanying the ticket or on any other document replacing the ticket, such as a written confirmation, including information on whom to contact in case of a problem and a clear indication of which airline is responsible in case of damage or accident; and
   c) Orally again, by the airline's ground staff at all stages of the journey.

3. All code-sharing arrangements shall be notified to the appropriate Aeronautical Authorities prior to implementation.

4. When the designated airlines of each Contracting Party code-share as the marketing airlines, there shall be no limitation on capacity or frequency for their code-share services. There shall also be no capacity or frequency count against the entitlements of the designated airlines of that Contracting Party for their code-share services under this Agreement.

ARTICLE 19
Leasing

1. Each Contracting Party may prevent the use of leased aircraft for air services under this Agreement which does not comply with Article 13 (Aviation Safety) and Article 12 (Aviation Security) of this Agreement.

2. Subject to paragraph (1) of this Article, the designated airlines of each Contracting Party may use aircraft (or aircraft and crew) leased from any company, including other airlines, provided that this will not result in a lessor airline exercising traffic rights it does not have.

ARTICLE 20
Environmental Protection

The Contracting 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.

ARTICLE 21
Commercial Activities

Each Contracting Party shall permit the designated airline of the other Contracting Party to bring and maintain in the territory of the other Contracting Party, employees and other responsible personnel for the administration, technical and commercial operations of their air services activities in accordance with the entry, residence and employment rules and regulations of the other Contracting Party.

ARTICLE 22
Consultation

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 of, and satisfactory compliance with, the provisions of this Agreement and the annexed Schedules and shall consult when necessary to provide for modifications thereof.

2. Either Contracting Party may request consultation in writing which shall begin within a period of sixty (60) days of the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

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 endeavour 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; if they do not so agree, the dispute shall, at the request of either Contracting Party be submitted for decision to a tribunal of three (3) 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 sixty (60) 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 sixty (60) 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 International Civil Aviation Organization may, at the request of

either Contracting Party, appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

3. Each Contracting Party shall bear the costs of the arbitrator it has nominated as well as of its representation in the arbitral proceedings. The cost of the President and any other costs shall be borne in equal parts by the Contracting Parties.

4. The Contracting Parties shall comply with any stipulation, provisional ruling or final decision of the tribunal.

5. If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph (4) 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 24
Amendments

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, such modifications, if agreed between the Contracting Parties and if necessary after consultation in accordance with Article 22 of this Agreement, shall come into effect when confirmed by an exchange of notes, through the diplomatic channels.

2. If the amendment relates to the provisions of the Agreement other than those of the annexed Schedules, the amendment shall be approved by each Contracting Party in accordance with its constitutional procedures.

3. If the amendment relates only to the provisions of the annexed Schedules, it shall be agreed upon between the Aeronautical Authorities of both Contracting Parties.

ARTICLE 25
Registration with the International Civil Aviation Organization

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

ARTICLE 26
Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences 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 services provided for in this Agreement, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. Each Contracting Party

reserves the right, however, to refuse to recognize, for the purpose of flights above or landing within its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.

2. If the privileges or conditions of the licences or certificates referred to in paragraph (1) above, issued by the Aeronautical Authorities of one Contracting Party to any person or designated airline or in respect of an aircraft operating the agreed services on the specified routes would permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the Aeronautical Authorities of the other Contracting Party may request consultations in accordance with Article 22 of this Agreement with the Aeronautical Authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement will constitute grounds for the application of Article 5 of this Agreement.

ARTICLE 27
Conformity with Multilateral Conventions

If a general multilateral air transport convention or agreement comes into force in respect of both Contracting Parties, the present Agreement and its Annexes shall be deemed to be amended accordingly so as to conform with the provisions of the multilateral agreement.

ARTICLE 28
Annexes

Annexes to this Agreement shall be deemed to be part of the Agreement and all references to it shall include reference to the Annexes except where otherwise expressly provided.

ARTICLE 29
Termination

Either Contracting Party may at any time give notice in writing 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 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 the International Civil Aviation Organization.

ARTICLE 30
Entry into Force

This Agreement shall be approved according to the constitutional requirements in the country of each Contracting Party and shall come into force on the day of an exchange of diplomatic notes by the Contracting Parties.

In witness whereof, the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done at Kigali the 9th day of November 2022 in English language.

The Hon. Kerrie SYMMONDS
Senior Minister of Foreign Affairs and ForeignTrade
For the Government of Barbados

Dr. Ernest NSABIMANA
Minister of Infrastructure
For the Government of the Republic of Rwanda

ANNEX

Route Schedule 1

1. Routes to be operated by the designated airline(s) of Barbados:

(1)	(2)	(3)	(4)
From	**Intermediate Points**	**To**	**Beyond Points**
Any points in Barbados	Any points	Any points in the Republic of Rwanda	Any points

2. The designated airline(s) of the Government of the Republic of Barbados may, on all or any flights, omit calling at any of the points in columns (2) and (4) above, provided that the agreed services on these routes begin at a point in column (1).

Route Schedule 2

1. Routes to be operated by the designated airline(s) of Republic of Rwanda:

(1)	(2)	(3)	(4)
From	**Intermediate Points**	**To**	**Beyond Points**
Any points in the Republic of Rwanda	Any points	Any points in Barbados	Any points

2. The designated airline of the Government of the Republic of Rwanda may, on all or any flights, omit calling at any of the points in columns (2) and (4) above, provided that the agreed services on these routes begin at a point in column (1).

Note:

(*) The designated airline(s) shall be entitled to exercise the 5th freedom traffic rights for passenger or cargo flights separately or in combination with unlimited frequencies and with any type of aircraft.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 008/01 ryo ku wa 26/01/2024 ryemeza burundu Amasezerano hagati ya Guverinoma ya Barbados na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 09 Ugushyingo 2022	**Seen to be annexed to Presidential Order nº 008/01 of 26/01/2024 ratifying the Air Services Agreement between the Government of Barbados and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 09 November 2022**	**Vu pour être annexé à l'Arrêté Présidentiel nº 008/01 du 26/01/2024 ratifiant l'Accord sur les services aériens entre le Gouvernement de Barbados et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 09 novembre 2022**

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 009/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA YA COLOMBIA NA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I BOGOTÁ MURI COLOMBIA, KU WA 06 UKUBOZA 2021	PRESIDENTIAL ORDER N° 009/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF COLOMBIA AND THE REPUBLIC OF RWANDA, SIGNED AT BOGOTÁ, COLOMBIA, ON 06 DECEMBER 2021	ARRÊTÉ PRÉSIDENTIEL N° 009/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DE COLOMBIE ET LA RÉPUBLIQUE DU RWANDA , SIGNÉ À BOGOTÁ, EN COLOMBIE, LE 06 DÉCEMBRE 2021
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ITEKA RYA PEREZIDA N° 009/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA YA COLOMBIA NA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I BOGOTÁ MURI COLOMBIA, KU WA 06 UKUBOZA 2021	PRESIDENTIAL ORDER N° 009/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF COLOMBIA AND THE REPUBLIC OF RWANDA, SIGNED AT BOGOTÁ, COLOMBIA, ON 06 DECEMBER 2021	ARRÊTÉ PRÉSIDENTIEL N° 009/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DE COLOMBIE ET LA RÉPUBLIQUE DU RWANDA , SIGNÉ À BOGOTÁ, EN COLOMBIE, LE 06 DÉCEMBRE 2021
Twebwe, KAGAME Paul, Perezida wa Repubulika;	**We, KAGAME Paul,** President of the Republic;	**Nous, KAGAME Paul,** Président de la République ;
Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168 ;
Dushingiye ku Itegeko nº 014/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Repubulika ya Colombia na Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Bogotá muri Colombia, ku wa 06 Ukuboza 2021;	Pursuant to Law nº 014/2024 of 26/01/2024 approving ratification of the Air Services Agreement between the Republic of Colombia and the Republic of Rwanda, signed at Bogotá, Colombia, on 06 December 2021;	Vu la Loi nº 014/2024 du 26/01/2024 portant approbation de ratification de l'Accord sur les services aériens entre la République de Colombie et la République du Rwanda, signé à Bogotá, en Colombie, le 06 décembre 2021;
Tumaze gusuzuma Amasezerano hagati ya Repubulika ya Colombia na Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Bogotá muri Colombia, ku wa 06 Ukuboza 2021;	After consideration of the Air Services Agreement between the Republic of Colombia and the Republic of Rwanda, signed at Bogotá, Colombia, on 06 December 2021;	Après examen de l'Accord sur les services aériens entre la République de Colombie et la République du Rwanda, signé à Bogotá, en Colombie, le 06 décembre 2021 ;

Bisabwe na Minisitiri w'Ibikorwa Remezo; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; **DUTEGETSE:** **Ingingo ya mbere: Kwemeza burundu** Amasezerano hagati ya Repubulika ya Colombia na Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Bogotá muri Colombia, ku wa 06 Ukuboza 2021, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. **Ingingo ya 2: 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. **Ingingo ya 3: Ingingo y'ururimi** Iri teka ryateguwe mu rurimi rw'Icyongereza.	On proposal by the Minister of Infrastructure; After consideration and approval by the Cabinet; **DO ORDER:** **Article One: Ratification** The Air Services Agreement between the Republic of Colombia and the Republic of Rwanda, signed at Bogotá, Colombia, on 06 December 2021, annexed to this Order, is ratified and becomes fully effective. **Article 2: 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 implementation of this Order. **Article 3: Language provision** This Order was drafted in English.	Sur proposition du Ministre des Infrastructures ; Après examen et adoption par le Conseil des Ministres ; **ARRÊTONS :** **Article premier : Ratification** L'Accord sur les services aériens entre la République de Colombie et la République du Rwanda, signé à Bogotá, en Colombie, le 06 décembre 2021, annexé au présent arrêté, est ratifié et sort son plein et entier effet. **Article 2 : 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 chargés de l'exécution du présent arrêté. **Article 3 : Disposition linguistique** Le présent arrêté a été rédigé en anglais.

<u>Ingingo ya 4</u>: Gutangira gukurikizwa Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	**<u>Article 4</u>: Entry into force** This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**	**<u>Article 4</u> : Entrée en vigueur** Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 009/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA YA COLOMBIA NA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I BOGOTÁ MURI COLOMBIA, KU WA 06 UKUBOZA 2021	**ANNEX TO PRESIDENTIAL ORDER N° 009/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF COLOMBIA AND THE REPUBLIC OF RWANDA, SIGNED AT BOGOTÁ, COLOMBIA, ON 06 DECEMBER 2021**	**ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 009/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DE COLOMBIE ET LA RÉPUBLIQUE DU RWANDA , SIGNÉ À BOGOTÁ, EN COLOMBIE, LE 06 DÉCEMBRE 2021**

AMASEZERANO HAGATI YA REPUBULIKA YA COLOMBIA NA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I BOGOTÁ MURI COLOMBIA, KU WA 06 UKUBOZA 2021	**AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF COLOMBIA AND THE REPUBLIC OF RWANDA, SIGNED AT BOGOTÁ, COLOMBIA, ON 06 DECEMBER 2021**	**ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE DE COLOMBIE ET LA RÉPUBLIQUE DU RWANDA , SIGNÉ À BOGOTÁ, EN COLOMBIE, LE 06 DÉCEMBRE 2021**

AIR SERVICES AGREEMENT

BETWEEN THE REPUBLIC OF COLOMBIA AND THE REPUBLIC OF RWANDA

The Republic of Colombia and the Republic of Rwanda, hereinafter referred to as "the Parties",

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;

Willing to conclude a complementary air services agreement to the above mentioned Convention;

Desiring to establish an Agreement to foster the development of scheduled air services between and beyond their territories,

Desiring to organize, in a safe and orderly manner, international air services and to promote in the greatest possible measure international cooperation in respect of such services;

Have agreed as follows:

ARTICLE 1
DEFINITIONS

For the purpose of the present Agreement:

a) The term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, including any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under 2 Articles 90 and 94 (a) thereof, so far as those Annexes and amendments are applicable for both Parties;

b) The term "aeronautical authorities" means, in the case of the Republic of Colombia, the Unidad Administrativa Especial de Aeronautica Civil and in the case of the Republic of Rwanda, the Civil Aviation Authority, the Ministry in charge of civil aviation or, in both cases, any person or body authorized to perform any functions at present exercised by the said authorities or similar functions;

c) The term "designated airline" means any airline, which has been designated and authorised in accordance with Article 3 of the present Agreement;

d) The term "territory" has the meaning assigned to it in Article 2 of the Convention;

e) The terms "air service", "international air service", "airline" and "stop for non-traffic purposes", have the meanings assigned to them in Article 96 of the Convention;

f) The term “capacity” means the amount(s) of services provided under the agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo 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;

g) The term "tariff' means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents, but excluding remuneration and conditions for the carriage of mail;

h) The term "Agreement" means the current Air Services Agreement, its Annexes and amendments thereto and modifications;

i) The term "Annex" means the Annex to this Agreement as amended. The Annex forms an integral part of the Agreement and all references to the Agreement shall include reference to the Annex except where otherwise provided;

j) The term "intermodal services" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

k) The term "Party" means a State which has formally agreed to be bound by this agreement;

l) the term "User Charge" means a charge imposed on airlines by the competent authorities, or permitted by them to be imposed, for the provision of airport property or facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo;

ARTICLE 2
GRANT OF RIGHTS

1. Each Party grants to the other Party the rights specified in this Agreement for its designated airlines to operate or offer international air services in the routes specified in the Annex. Those routes and services will be named “Agreed Services” and “Specified Routes” respectively.

2. Subject to the provisions of this Agreement the airlines designated by each Party shall enjoy, while operating the agreed services on the specified routes, the following rights:

a) The right to fly across its territory without landing, and

b) The right to make stops in its territory for non-traffic purposes, and

c) The right to make stops in the territory of the other Party at the points specified in the Annex for the purpose of taking on board and disembarking passengers, baggage, cargo including mail, separately or in combination, destined for or coming from point(s) in the territory of the first Party.

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

4. Nothing in paragraph (2) shall be deemed to confer on the airlines designated by one Party the privilege of taking on board, in the territory of the other Party

passengers, baggage and cargo including mail for remuneration or hire and destined for another point in the territory of that other Party.

ARTICLE 3
DESIGNATION AND REVOCATION

1. Each Party shall have the right to designate in writing to the other Party as many airlines as it wishes to operate the agreed services [in accordance with the Agreement] and to withdraw or alter such designation.

2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorization [and technical permission], each Party shall grant the appropriate operating authorization with minimum procedural delay, provided that:

a) the airline is under the effective regulatory control of the designating State;

b) the Party designating the airline is in compliance with the provisions set forth in Article 15 (Safety) and Article 16 (Aviation Security); and

c) the designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

3. On receipt of the operating authorization of paragraph 2, a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.

4. Each Party shall have the right to revoke or suspend an operating authorization for the exercise of the rights specified in Article 3 of the present Memorandum by the designated airlines of the other Party or to impose such conditions as it may deem necessary on the exercise of such rights, if:

a) in the event that they are not satisfied that the airline is under the effective regulatory control of the designating State;

b) in the event of failure of the Party designating the airline to comply with the provisions set forth in Article 15 (Safety) and Article 16 (Aviation Security); and

c) in the event of failure that such designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

5. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Articles (Safety) or (Aviation Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the aeronautical authorities in conformity with Article (Consultation) of the Agreement.

ARTICLE 4
APPLICABILITY OF LAWS AND REGULATIONS

1. The laws and regulations of one Party shall apply to the navigation and operation of the aircraft of the airlines designated by the other Party during entry into, flying over, stay in and departure from the territory of the first Party.

2. The laws and regulations of one Party governing entry into, stay in and departure from its territory of passengers, crew, cargo or mail such as formalities regarding entry, exit, emigration, immigration, customs, health and quarantine shall apply to passengers, crew, cargo and mail carried by aircraft of the airlines designated by the other Party whilst they are within the said territory.

3. When applying such laws and rules, the Parties, -under similar circumstances- will confer to the designated airlines of the other Party a treatment not less favorable than the one provided to their own air lines or whatever other airline that provides identical international air services.

ARTICLE 5
EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft operated on international services by the airline(s) designated by each Party, as well as their regular equipment, consumable technical supplies, spare parts, supplies of fuel and lubricants and the aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Party, provided such equipment, supplies and aircraft 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. In addition, the following shall also be exempt from the same duties and taxes with the exception of charges corresponding to the service performed:

(a) aircraft stores taken on board in the territory of either Party, within limits fixed by the appropriate authorities of said Party, and for use on board the aircraft engaged on a specified route of the other Party;

(b) spare parts entered into the territory of either Party for the maintenance or repair of aircraft used on a specified route by the designated airline(s) of the other Party;

(c) fuel, lubricants and technical consumable supplies destined to supply aircraft operated on a specified route by the designated airline(s) of the other Party, even if these supplies are to be used on the part of the journey performed over the territory of the Party in which they are taken on board.

Materials referred to in sub-paragraphs (a), (b) and (c) of this paragraph may be required to be kept under customs supervision or control.

3. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Party may be unloaded in the territory of the other Party only with the approval of the customs authorities of that Party. 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 in accordance with customs regulations.

ARTICLE 6
AVOIDANCE OF DOUBLE TAXATION

Where a special Agreement for the avoidance of double taxation with respect to taxes on income and on capital exists between the Parties, its provisions shall be applied.

ARTICLE 7
USER CHARGES

1. User Charges that may be imposed and/or controlled by the competent charging authorities or bodies of each Party on the Airline(s) of the other Party shall be just, reasonable, not unjustly discriminatory, and equitably appointed among categories of users. In any event, any such User Charges shall be assessed on the Airlines of the other Party on terms not less favorable than the most favorable terms available to any other Airline at the time the charges are assessed.

2. User Charges imposed on the Airline(s) of the other Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation, and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Party shall encourage consultations between the competent charging authorities or bodies in its Territory and the Airline(s) using the services and facilities, and shall encourage the competent charging authorities or bodies and the Airline(s) to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs (1) and (2) of this Article.

4. Each Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for charges to enable users to express their views before changes are made.

5. Neither Party shall be held to be in breach of a provision of this Article, unless: (i) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or (ii) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

ARTICLE 8
TRAFFIC IN DIRECT TRANSIT

Passengers, baggage and cargo including mail in direct transit across the territory of either Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against the threat of unlawful interference, such as violence and air piracy and occasional measures for the combat of illicit drug traffic, be subject to no more than a simplified control. Baggage, cargo and mail in direct transit shall be exempt from custom duties, charges and other similar taxes.

ARTICLE 9
RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party and still in force shall be recognized as valid by the other Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. Each Party reserves the right, however, to refuse to recognize for the purpose of flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

ARTICLE 10
TARIFFS

1. Each Party shall allow tariffs for air services to be established by each airline based upon commercial considerations in the marketplace. Intervention by the 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 or to concerted practices among airlines; and

c) protection of airlines from tariffs that are artificially low due to direct or indirect governmental subsidy or support.

2. Each Party may require notification of tariffs proposed by designated airlines of the other Party for carriage to or from its territory.

3. Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (i) an airline of either Party for international air transportation between the territories of the Parties, or (ii) an airline of one Party for international air transportation between the territory of the other Party and any other country, including in both cases transportation on an

with the considerations set forth in paragraph 1 of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for amicable resolution of the issue. If the Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the tariff shall go into effect or continue in effect.

ARTICLE 11
COMMERCIAL REPRESENTATION AND ACTIVITIES

1.The airlines designated by each Party shall be allowed:

a) To establish in the territory of the other Party offices for the promotion of air transportation and sale of air tickets as well as, in accordance with the legislation of such other Party, other facilities required for the provision of air transportation;

b) To bring in and maintain in the territory of the other Party - in accordance with the legislation of such other Party relating to entry, residence and employment - managerial, sales, technical, operational and other specialist staff required for the provision of air transportation; and

c) In the territory of the other Party to engage directly and, at the airlines discretion, through its agents in the sale of air transportation.2. The airlines designated by each Party shall have the right to sell, in the territory of the other Party, air transportation and any person shall be free to purchase such transportation in the currency of that territory or in freely convertible currencies of other countries in accordance with the foreign exchange regulations in force.

ARTICLE 12
COMMERCIAL OPPORTUNITIES

1. Ground handling

Each designated airline shall have the right to provide its own ground handling services ("self-handling") in the territory of the other Party or otherwise to contract these services out ("third party-handling"), in full or in part, at its option, with any of the suppliers authorized for the provision of such services. Where or as long as the laws and regulations applicable to ground handling in the territory of one Party prevent or limit either the freedom to contract these services out or self-handling, each designated airline shall be treated on a nondiscriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

2. Leasing

The designated airlines of each Party shall be entitled to provide the agreed services

countries, provided that all participants in such arrangements meet the laws and regulations normally applied by the Parties to such arrangements. Neither Party shall require the airline providing the aircraft to hold traffic rights under this Agreement for the routes on which the aircraft will be operated.

3. Code Share

3.1 The Designated Airline(s) of both Parties may, either as a marketing airline or as an operating airline, freely enter into cooperative marketing arrangements including but not limited to blocked space, single commercial codes and/ or code share arrangements including third country code share arrangements, with any other airline or airlines.

3.2 Each Party may require the filing or approval of code share arrangements in accordance with the applicable legislation of each Party. The administrative burden of filing or approval requirements shall be minimized and all filings and approvals shall be dealt with promptly by the respective aeronautical authorities.

3.3 Such arrangements shall be accepted by the Aeronautical Authorities concerned, provided that the operating airlines in these arrangements have the underlying traffic rights and the marketing airlines have the required authorizations.

3.4 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, or in any case before boarding, which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

3.5 The Designated Airline(s) of each Party mas also offer code share services between any point (s) in the territory of the other Party, provided that such services are operated by an airline of the other Party.

3.6 The capacity provided under code share arrangements shall be counted only against the capacity entitlement of the operating airline. The capacity offered by the marketing airline shall not be counted against the capacity entitlement of the Party designating that airline.

4. Operational flexibility

Each designated airline may, on any or all flights on the agreed services and at its option, change aircraft in the territory of the other Party or at any point along the specified routes.

For the purpose of Change of Aircraft operations, a Designated Airline may use its own equipment and, subject to national regulations, leased equipment, and may operate under commercial and/or cooperative marketing arrangements with other Airlines.

A Designated Airline may use different or identical flight numbers for the Change of Aircraft operations.

ARTICLE 13
CONVERSION AND TRANSFER OF REVENUES

Each Party shall permit airline(s) of the other Party to convert and transmit abroad to the airline(s) choice of State, on demand, all local revenues from the sale of air transport services and associated activities directly linked to air transport in excess of sums locally disbursed, with conversion and remittance permitted promptly without restrictions, discrimination or charges in respect thereof at the rate of exchange applicable as of the date of the request for conversion and remittance.

ARTICLE 14
FAIR COMPETITION AND STATE AID

1. Each Party shall allow fair and equal opportunity for the designated airlines of both Parties to compete in providing the international air transport governed by this Agreement.

2. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transport it offers based upon commercial considerations in the marketplace in accordance with the frequencies agreed upon between the Parties. Consistent with this right, neither 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 Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

3. Neither Party shall impose on the other Party's Designated Airline(s) a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to Capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.

4. The parties may require the designated airlines of each Party to comply with the procedures for filing or approval of its schedules and itineraries. The administrative burden of filing and approvals requirements shall be minimized and all filings and approvals shall be dealt with promptly by the respective aeronautical authorities. In any case when a Party considers that the approval of schedules and routes of the other Party can lead to discriminatory practices with regard to the airlines of that Party, it may implement a procedure identical to the designated airlines of the other Party.

5. Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a Designated Airline of the other Party.

ARTICLE 15
SAFETY

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

2. If, following such consultations, one Party finds that the other 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 Party shall notify the other Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Party shall take appropriate corrective action. Failure by the other Party to take appropriate action within sixty (60) days or such longer period as may be agreed, shall be grounds for the application of paragraph (5) of Article 3 (Designation and Revocation) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the designated airlines of one Party on services to or from the territory of the other Party may, while within the territory of the other Party, be made the subject of an examination by the authorized representatives of the other 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 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 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 the airline or airlines of one Party in accordance with paragraph (3) of this Article is denied by a representative of that airline or airlines, the other 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 Party reserves the right to suspend or vary technical permissions as well as operating authorization of an airline or airlines of the other Party immediately in the event the first 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 the airline operation.

7. Any action by one 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 16
SECURITY

1. Consistent with their rights and obligations under international law, the 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. The Parties shall in particular act in conformity with the provisions of:

a) The Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963;

b) The Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970;

c) The Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971;

d) The Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988;

e) The Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991,

and any other multilateral agreement governing aviation security binding upon both Parties.

3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annexes to the Convention; 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. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes. Either Party may request immediate.

4. The 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.

5. Each Party agrees that its operators of aircraft shall be required to observe, for departure from or while within the territory of the other Party, aviation security provisions in conformity with the law in force in the country

6. Each 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.

7. Each Party shall also give sympathetic consideration to any request from the other 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 or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

9. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement within 30 days of the date of such request shall constitute grounds for application of paragraph (5) of Article 3 of this Agreement (designation and revocation). If required by a serious emergency, either Party may take interim action prior to the expiry of a month period.

ARTICLE 17
INTERMODAL SERVICES

Notwithstanding any other provision of this Agreement, airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for cargo to or from any points in the territories of the Parties or in third countries, 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. 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, according with the applicable legislation of each country.

ARTICLE 18
PROVISION OF STATISTICS

The aeronautical authorities of one Party shall supply the aeronautical authorities of the other Party, at their request, with such statistics as may be reasonably required for information purposes subject to the laws and regulations of each Party.

ARTICLE 19
CONSULTATIONS

1. The Parties, through the respective aeronautical authorities, shall

related to the interpretation and application of this Agreement, on request of either Party.

2. Such consultations shall begin within a period of sixty (60) days from the date of request of one Party.

ARTICLE 20
MODIFICATIONS

1. If either of the Parties considers it desirable to modify any provision of this Agreement, it may at any time request consultations with the other Party. Such consultations (which may be prepared by discussions between the aeronautical authorities), shall begin within a period of sixty (60) days from the date of the request, unless both Parties agree to an extension of this period.

2. Modifications so agreed upon shall be approved by each Party and shall enter into force on the first day of the second month, following the month in which the two Parties have notified each other by an exchange of diplomatic notes that the requirements for its entry into force under their respective legal procedures have been fulfilled.

3. Modifications to the Annex of this Agreement may be agreed directly between the aeronautical authorities of the Parties and enter into force when confirmed by an exchange of diplomatic notes.

ARTICLE 21
SETTLEMENT OF DISPUTES

1. If any dispute arises between the Parties relating to the interpretation or application of this Agreement, the Parties shall in the first place endeavor to settle it by negotiation.

2. If the Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to an arbitrator, or the dispute may at the request of either Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Party and the third to be appointed by the two so nominated.

3. Each of the Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Party from the other of a notice through diplomatic channels requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of sixty (60) days.

4. If either of the Parties fails to nominate an arbitrator within the period specified or the third arbitrator is not appointed within in the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the tribunal and shall determine the place where the arbitration will be held. If the President considers that he is a national of a state, which cannot be regarded as

disqualified on that ground shall make the appointments. The arbitral tribunal shall reach its decision by a majority of votes.

5. The Parties undertake to comply with any decision given under paragraph (2) of this Article.

6. If and as long as either Party fails to comply with any decision given under paragraph (2) of this Article, the other Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Party in default or to a designated airline in default.

7. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the Council of the International Civil Aviation Organization in connection with the procedures of paragraph (4) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE 22
TERMINATION

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

2. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other 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 Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 23
REGISTRATION

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

ARTICLE 24
APPLICABILITY OF MULTILATERAL AGREEMENTS AND CONVENTIONS

1. The provisions of the Convention shall be applicable to this Agreement.

2. If a multilateral agreement or convention, accepted by both Parties, concerning any matter covered by this Agreement, enters into force, the relevant provisions of that multilateral agreement or convention shall supersede the relevant provisions of this Agreement.

3. The Parties may consult each other to determine the consequences for the Agreement of the supersession, as mentioned under paragraph 2 of this Article and to agree upon required amendments to the Agreement.

ARTICLE 25
ENTRY INTO FORCE

This agreement shall enter into force on the first day of the second month that follows the month during which the two Parties have completed to notify each other by an exchange of diplomatic notes that the requirements for its entry into force under their respective legal procedures have been fulfilled.

In witness whereof the undersigned Plenipotentiaries, being duly authorized thereto by the respective Governments, have signed this Agreement.

Done in duplicate at Bogotá the 6th day of December of the year 2021 in the Spanish and English languages, all texts being equally authentic. In the case of differences in interpretation of provisions of this Agreement the English text shall prevail.

FOR THE REPUBLIC OF COLOMBIA

JAIR ORLANDO FAJARDO FAJARDO

Director General

Civil Aviation Authority

FOR THE REPUBLIC OF RWANDA

SILAS UDAHEMUKA

Director General

Civil Aviation Authority

ANNEX

to the Air Services Agreement between the Republic of Colombia and the Republic of Rwanda

Section I:

A. The airline(s) designated by the Republic of Rwanda shall be entitled to operate scheduled air services in both directions on routes specified hereafter:

Points of Origin	Intermediate Points	Points of Destination	Points beyond
Points in Rwanda	Any points	Points in Colombia	Any points

B. The airline(s) designated by the Republic of Colombia shall be entitled to Operate scheduled air services in both directions on routes specified hereafter:

Points of Origin	Intermediate Points	Points of Destination	Points beyond
Points in Colombia	Any points	Points in Rwanda	Any points

Section II:

Any intermediate points and points beyond may be served by the designated airline(s) of each Party without exercising Fifth Freedom traffic rights.

The exercise of Fifth Freedom traffic rights may be agreed upon by the aeronautical authorities of the two Parties.

Section III:

The designated airline(s) of either Party may, on any or all flights, omit calling at any of the intermediate and/or beyond points, provided that the agreed services on this route start and terminate in the territory of that Party.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 009/01 ryo ku wa 26/01/2024 ryemeza burundu Amasezerano hagati ya Repubulika ya Colombia na Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Bogotá muri Colombia, ku wa 06 Ukuboza 2021	**Seen to be annexed to Presidential Order nº 009/01 of 26/01/2024 ratifying the Air Services Agreement between the Republic of Colombia and the Republic of Rwanda, signed at Bogotá, Colombia, on 06 December 2021**	**Vu pour être annexé à l'Arreté Présidentiel nº 009/01 du 26/01/2024 ratifiant l'Accord sur les services aériens entre la République de Colombie et la République du Rwanda, signé à Bogotá, en Colombie, le 06 décembre 2021**

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 010/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA CUBA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 MATA 2022	PRESIDENTIAL ORDER N° 010/01 OF 26/01/2024 RATIFYING THE BILATERAL AGREEMENT ON AIR SERVICES BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CUBA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 26 APRIL 2022	ARRÊTÉ PRÉSIDENTIEL N° 010/01 DU 26/01/2024 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE CUBA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 26 AVRIL 2022
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Twebwe, KAGAME Paul, Perezida wa Repubulika;	**We, KAGAME Paul,** President of the Republic;	**Nous, KAGAME Paul,** Président de la République ;
Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168 ;
Dushingiye ku Itegeko n° 015/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika ya Cuba na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 Mata 2022;	Pursuant to Law n° 015/2024 of 26/01/2024 approving ratification of the Bilateral Agreement on Air Services between the Government of the Republic of Cuba and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 26 April 2022;	Vu la Loi n° 015/2024 du 26/01/2024 portant approbation de ratification de l'Accord bilatéral sur les services aériens entre le Gouvernement de la République de Cuba et le Gouvernement de la République du Rwanda, signé à Kigali, Rwanda, le 26 avril 2022 ;
Tumaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika ya Cuba na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere,	After consideration of the Bilateral Agreement on Air Services between the Government of the Republic of Cuba and the Government of the Republic of Rwanda, signed at Kigali,	Après examen de l'Accord bilatéral sur les services aériens entre le Gouvernement de la République de Cuba et le Gouvernement de la République du Rwanda, signé à Kigali, au

yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 Mata 2022;	Rwanda, on 26 April 2022;	Rwanda, le 26 avril 2022 ;
Bisabwe na Minisitiri w'Ibikorwa Remezo;	On proposal by the Minister of Infrastructure;	Sur proposition du Ministre des Infrastructures;
Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;	After consideration and approval by the Cabinet;	Après examen et adoption par le Conseil des Ministres ;
DUTEGETSE:	**DO ORDER:**	**ARRÊTONS :**
Ingingo ya mbere: Kwemeza burundu	**Article One: Ratification**	**Article premier: Ratification**
Amasezerano hagati ya Guverinoma ya Repubulika ya Cuba na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 Mata 2022, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.	The Bilateral Agreement on Air Services between the Government of the Republic of Cuba and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 26 April 2022, annexed to this Order, is ratified and becomes fully effective.	L'Accord bilatéral sur les services aériens entre le Gouvernement de la République de Cuba et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 26 avril 2022, annexé au présent arrêté, est ratifié et sort son plein et entier effet.
Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka	**Article 2: Authorities responsible for the implementation of this Order**	**Article 2: Autorités chargées de l'exécution du présent arrêté**
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 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.	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.

<u>Ingingo ya 3</u>: Ingingo y'ururimi	**<u>Article 3</u>: Language provision**	**<u>Article 3</u>: Disposition linguistique**
Iri teka ryateguwe mu rurimi rw'Icyongereza.	This Order was drafted in English.	Le présent arrêté a été rédigé en anglais.
<u>Ingingo ya 4</u>: Gutangira gukurikizwa	**<u>Article 4</u>: Entry into force**	**<u>Article 4</u>: Entrée en vigueur**
Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 010/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA CUBA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 MATA 2022	**ANNEX TO PRESIDENTIAL ORDER N° 010/01 OF 26/01/2024 RATIFYING THE BILATERAL AGREEMENT ON AIR SERVICES BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CUBA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 26 APRIL 2022**	**ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 010/01 DU 26/01/2024 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE CUBA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 26 AVRIL 2022**

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BILATERAL AGREEMENT ON AIR SERVICES

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF CUBA

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

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PREAMBLE

The Government of the Republic of Rwanda and the Government of the Republic of Cuba (hereinafter referred to individually as "Rwanda" and "Cuba" respectively and collectively as the "Parties");

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944;

Desiring to enter into force a supplemental agreement to the said Convention, 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 preserving friendship, understanding and co-operation between the peoples of both countries;

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 jeopardize the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation;

Desiring to make it possible for airlines to offer the travelling and shipping public a variety of services options, and to encourage individual Airlines to develop and implement innovative and competitive prices;

Desiring to facilitate the expansion of international air transportation opportunities;

HAVE AGREED AS FOLLOWS:

ARTICLE 1
DEFINITIONS

1) For the purpose of this Agreement, unless the context otherwise requires, the term:

a) "aeronautical authorities" means, in the case of the government of the Republic of Rwanda, the Ministry in charge of Civil Aviation; and in the case of the government of the Republic of Cuba, this power is held and exercised by the Ministry of Transport, through the Civil Aviation Institute of Cuba, IACC by its Spanish initials; or, in both cases, their successors or any natural or legal person or body who may be authorized to perform any functions at present exercisable by the above-mentioned authorities or similar functions;

b) "agreed services" means scheduled international air services between and beyond the respective territories of Rwanda and Cuba for the transportation of passengers, cargo and mail, separately or combined.

c) "Agreement" means this Agreement, its Annex prepared pursuant thereto and any amendment to the Agreement or to the Annex;

d) ¨air service¨, ¨airline¨, ¨international air service¨ and ¨ stop for non-traffic purposes¨ will have the meaning respectably assigned to them in Article 96 of the Convention;

e) "capacity" means the amount or amounts of services provided under this Agreement, measured by the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country to country) or on a route during a specific period, that is to know, whether daily, weekly, seasonally or annually;

f) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes: i) any amendments thereof that have entered into force under Article 94 a) of the Convention and that have become effective for both Parties; and ii) any annexes or amendments adopted under Article 90 of said Convention, insofar as such annexes or amendments have become effective, at any time, for both Parties;

g) "airlines" means an airline(s) which has(have) been designated and authorized to operate the agreed services in accordance with Article 3 (Designation and Authorization) of this Agreement;

h) "tariff" means any rate for the carriage of passengers, cargo and mail, and the conditions governing the availability of such rates, including the paid fees to agencies and other auxiliary services; but excluding remuneration and conditions for the carriage of mail;

i) "territory", in relation to the Republic of Rwanda, has the meaning assigned to it in Article 2 of the Chicago Convention; in relation to the Republic of Cuba, means the island of Cuba, the Isle of Youth, the adjacent isles and cays, the inland waters and the territorial sea in the breadth set forth by law, the airspace extending over them and the radio spectrum.

j) "user charges" means a charge made to airlines by the competent authority or permitted by that authority to be made, for the provision of airport facilities, assets and/ or air navigation facilities, including services and facilities of aviation security for aircraft, their crews, passengers, cargo and mail;

2) All references to words in the singular shall be construed to include the plural and all references to words in the plural shall be construed to include the singular, as the context requires.

3) In implementing this Agreement, the Parties shall act in accordance with the provisions of the Convention, whether are applicable to international air services.

ARTICLE 2
GRANT OF RIGHTS

1) Each Party grants to the other Party the rights specified in this Agreement to allow their designated airlines establishing and operating the agreed services.

2) The airlines designated by each Party shall enjoy the following rights:

a) The right to fly without landing across the territory of the other Party;

b) the right to make stops in the territory of the other Party for non-traffic purposes;

c) the right to make stopovers in its territory at the point(s) of the route(s) specified in the Annex to this Agreement, for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, separately or in combination, while rendering the Agreed Service.

d) the rights otherwise specified in this Agreement.

3) Also, the Airline(s) of each Party, other than those designated under Article 3 (Designation and Authorization) of this Agreement, shall also enjoy the rights specified in paragraph (1) subparagraphs (a) and (b) of this Article.

4) Nothing in this Article shall be deemed to confer on the designated airlines of each Party the right to take on board, in the territory of the other Party, passengers, cargo and mail, carried for remuneration or hire and destined for another point in the territory of the other Party.

5) If because of armed conflict, political disturbances or developments, or special or unusual circumstances, the designated airline of one Party is unable to operate a service on its normal routing, the other Party shall use its best efforts to facilitate the continued operation of such service through temporarily and appropriate rearrangements of such routes, as it may be mutually agreed by the Parties.

6) The airlines designated shall have the right to use all the airways, airports and other facilities provided by the Parties on a non-discrimination basis.

7) All the rights granted in this Article by each Party shall not be assigned to any other third party.

ARTICLE 3
DESIGNATION AND AUTHORIZATION

1) The aeronautical authorities of each Party shall have the right to designate one or more airline(s) for the purpose of operating the agreed services on the routes specified and to withdraw or alter such designations of any of the said airlines, or to substitute an airline already designated by another. Such designations or any alterations thereof, shall be transmitted in writing, through diplomatic channels, by the aeronautical authorities of the Party that has designated the airline to the aeronautical authorities of the other Party, all of which will be performed and communicated to the other party through diplomatic channels.

2) On receipt of such a designation, substitution or alteration of the same, and at the request of the designated airline, in the form and manner prescribed, the other Party shall grant the appropriate operating authorization with minimum administrative delay, provided that:

a) the incorporation and principal place of business of the designated airline are in the territory of the Party designating the airline;

b) effective regulatory control of the airline is exercised and maintained by the Party designating the airline;

c) the designated airline is able to satisfy the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by the Party which is considering the request(s); and

d) the Party designating the airline maintains and administrates the rules established in Article 6 (Safety) and Article 7 (Security) of this Agreement.

3) Once an airline has been designated and authorized thereof, may at any time begin to operate the agreed services, in its entirety or in part, provided that said airline complies with all the relevant provisions of this Agreement.

ARTICLE 4

DENIAL OF GRANTING, REVOCATION AND LIMITATION OF THE AUTHORIZATION

1) The aeronautical authorities of each Party shall have the right, regarding a designated airline by the other Party to withhold revoke, suspend, deny or impose conditions on the operating authorization when:

a) it considers that the designated airline has no principal place of business in the territory of the Party designating it;

b) it considers that the Party designating the airline does not exercise and maintains the effective normative (regulatory) control of the airline.

c) the airline is not qualified to fulfil other conditions prescribed under the laws and regulations normally applied to the operation of international air services by

the Party receiving the designation; or in any other case where reciprocation, equal opportunities and mutual benefit are not guaranteed.

d) the other Party designating the airline does not maintain nor administrates the rules established in Article 6 (Safety) and Article 7 (Security) of this Agreement; or

e) the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

f) in any other case where reciprocation, equal opportunities and mutual benefit are not guaranteed.

2) Unless immediate measure is essential to prevent infringement in paragraph 1, subparagraphs (b) or (c) of this Article, or that the safety or the security requires measures in accordance with the provisions of Article 6 ¨ safety¨ and Article 7 ¨security¨, the rights under this Article shall be exercised only after consultations between the aeronautical authorities of the Parties as it has been established in Article 21 (Consultations) of this Agreement.

3) This Article does not limit the rights of any of the Party to withhold, revoke, deny, suspend, limit or impose conditions on the operating authorization of one or several designated airlines of the other Party, in accordance with Article 6 (Safety) and Article 7 (Security) of this Agreement.

4) In case a Party takes action pursuant to this Article, the rights of the other Party will not be undermined, pursuant to Article 23 (Settlement of Disputes)

ARTICLE 5
APPLICATION OF LAWS

1) The laws and regulations related to the operation and navigation of such aircraft, when entering or leaving the territory of one Party, or within its territory, shall be met by the designated airline of the other Party.

2) When entering or leaving the territory of one Party, the laws and regulations related to the entry into and departure from its territory of passengers, mail, crew and cargo in aircrafts (including the regulations related to the entry into, dispatch, security, immigration, passports, customs, currency, health, quarantine and health measures, or in the case of mail, the postal laws and regulations) shall be met by or in behalf of the said passengers, mail, crew and cargo of the airlines of the other Party.

3) Neither Party shall give preference to its own or any other airline over a designated airline(s) of the other Party in the application of the laws and regulations provided for in this Article.

4) Passengers, baggage and cargo in direct transit through the territory of each Party and not leaving the area of the airport reserved for such purpose, shall be subject to no more than a simplified control, except for reasons referring to safety measures against violence, air piracy and narcotics control. Baggage and cargo

in direct transit shall be exempt from customs duties, special taxes and other taxes and similar charges of national and/or local character.

ARTICLE 6
SAFETY

1) Each Party may request consultations, at any time, concerning safety standards adopted by the other Party relating to aeronautical facilities, flight crew, aircraft and the operation of designated airline. Such consultations shall take place within thirty (30) days of that request.

2) If, following such consultations, one Party determines that the other Party does not effectively maintain and administer safety standards in any such are, that are at least equal to the minimum standards established at that time, pursuant to the Convention, the other Party shall be notified of those findings and the steps considered necessary to conform with those minimum standards, and the other Party shall take appropriate corrective action. Failure by the other 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 (Withholding, Revocation, Suspension and Limitation of Operating Authorization) of this Agreement.

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

4) If any such ramp inspection or a series of ramp inspections gives rise to serious concerns that:

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

The 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 licenses in respect of that aircraft or in respect of the flight crew of that aircraft have been issued or rendered valid, or that the requirements under which the 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 or airlines of one Party in accordance with paragraph (3) of this Article is denied by the representative of an airline, the other 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 Party reserves the right to suspend or modify the operating authorization of the airline of the other Party immediately, in the event the first 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 guarantee safety of the operation of the aircraft of an airline.

7) Any action by one 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.

8) With reference to second paragraph of this Article, if it is determined that one of the Parties remain in non-compliance with the norms established pursuant to the Convention, when the agreed time period was lapsed, ICAO the Secretary General should be advised thereof.

9) When one of the Parties has designated to an airline, whose regulatory control is exercised and maintained by a third State, the rights of the other Party pursuant to this Article, they shall by applied equally regarding the adoption, exercise and maintenance of the safety norms of that third State, and regarding the operating authorization of that airline.

ARTICLE 7
SECURITY

1) Each Party may request consultations at any time concerning security standards adopted by the other Party in any area relating to crew, aircrafts or its operation. Such consultations shall take place within thirty (30) days of that request.

2) Consistent with their rights and obligations under international law, the Parties ratify that their obligation to each other to protect the safety of civil aviation against acts of **unlawful interference** forms an integral part of this Agreement.

3) Without limiting the generality of their rights and obligations under international law, the 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, 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, and any other convention and protocol relating to the security of civil aviation which both Parties adhere to.

4) The Parties shall provide, upon request, all practicable assistance 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.

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

6) Also, the Parties shall require that operators of aircraft of its registry or operators of aircraft that 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, applicable to the Parties.

7) Each Party agrees that such aircraft operators referred to in paragraph (6) of this Article shall comply with the aviation security provisions referred to in paragraph (4) of this Article, as required by the other Party for entry into, departure from, or while within, the territory of that other Party.

8) Each Party shall ensure that effective measures are applied within its territory to protect the aircraft and to inspect safety of its passengers, crew, carry-on items, as well as to carry out appropriate safety checking of baggage, cargo and aircraft stores prior to and during boarding and loading. Likewise, each Party agrees on considering positive any request from the other Party for reasonable special security measures to meet a particular threat.

9) When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the security of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof, to the extent practicable under the circumstances.

10) When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the aeronautical authorities of the first Party may request immediate consultations with the aeronautical authorities of the other 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 (Withhold, Revocation, Suspension and Limitation of Operating Authorization) of this Agreement. When justified by an emergency, a Party may take interim action under paragraph 1) of Article 4 of this Agreement prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Party with the security provisions of this Article.

11) Each Party shall adopt the measures deemed feasible to assure that an aircraft of the other party, subject to acts of unlawful seizure or other acts of unlawful interference that has landed in its territory, to be detained on ground, unless its departure becomes a need due to the absolute duty to protect the lives of its passengers and crew.

ARTICLE 8
MUTUAL RECOGNITION OF CERTIFICATES AND LICENSES

1) Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party and still in force, shall be recognized as valid by the other Party for the purpose of operating the agreed services on the routes scheduled, provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards established, or may be established in the future, pursuant to the Convention.

2) Each Party reserves the right, however, to refuse to recognize, for the purpose of flights above within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

3) If the privileges or conditions of licenses or certificates issued or rendered valid by one Party, permit a difference from the minimum standards established under the Convention, whether or not that difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Party may, without prejudice to the rights of the first Party pursuant to paragraph 2 of Article 6 of this Agreement, request consultations with the aeronautical authorities of the other Party, in accordance with Article 21 (Consultations) of this Agreement, with the Party with a view to satisfying itself that the practice in question is acceptable to it. If a satisfactory agreement is not met, arises a reason for implementation of paragraph 1 of Article 4 of this Agreement.

ARTICLE 9
FAIR COMPETITION

1) Each Party shall have equal opportunity for the designated airlines **to operate the specified routes** under this Agreement.

2) Each Party shall take action, within its jurisdiction, to eliminate all forms of discrimination and anticompetitive or destructive practices in the exercise of the rights and powers under this Agreement.

3) Each Party shall allow the designated airlines to determine the capacity and number of frequencies to operate based on trade commercial considerations. In accordance to this right, any Party shall limit unilaterally the traffic volume, the frequencies or service regularity or the type or types of aircrafts operated by the designated airlines of the other Party, except to the extent required by the customs, technical, operational or environmental requirements under equal conditions consistent with Article 15 of the Convention.

4) Neither Party shall impose to the designated airlines of the other Party a priority requirement, an escalation ratio, any objection fee or any other requirement on capacity, frequency or traffic that is inconsistent with the purposes of this Agreement.

ARTICLE 10
APPROVAL OF SCHEDULES

1) The designated airline of each Party shall submit, for the approval of the aeronautical authorities of the other Party, the envisaged flight schedules thirty (30) days prior to the operation of its international air services, the program will specify the frequency, type of aircraft and period of validity. This requirement shall apply to any modification thereof.

2) For supplementary special flights which the designated **airline** of one Party wishes to operate outside the schedules approved, that airline must obtain prior permission from the aeronautical authorities of the Party of the matter, which will consider positive and favorable such request.

ARTICLE 11
STATISTICS

1) The aeronautical authorities of each Party shall provide or shall make their designated airlines to provide the aeronautical authorities of the other Party a request of the statistics, those relevant to the traffic boarded and disembarked in the territory of that other Party, as it may be reasonably required.

ARTICLE 12
COOPERATIVE MARKETING ARRANGEMENTS

1) In operating or offering the agreed services on the specified routes, any designated airline of one Party may enter into cooperative marketing arrangements such as code sharing, blocked space, free or any other type of joint venture arrangements with:

a) an airline or airlines of the same Party, or

b) an airline or airlines of the other Party; or

c) an airline or airlines of a third country, provided that all the airlines participating in the such agreements hold the appropriate authority to operate on the routes and segments concerned.

2) In case of a one code sharing agreement, the marketing airline shall, in respect of any tickets sold, clarify the purchaser at the point of sale which airline will actually operate each service sector and with which airline the purchaser is entering into a contractual relationship.

3) The Party agree to take the necessary action to ensure that clients are fully informed and protected with respect to code sharing flights operating to or from their territory and that, as a minimum, passengers are provided with the necessary according to paragraph 2 of this Article.

4) All the code sharing agreements shall have the prior approval of the relevant aeronautical authorities before its implementation.

5) Both Parties have the common understanding that the code sharing services are not calculated based on the frequency right of the marketing airline.

ARTICLE 13
COMMERCIAL ACTIVITIES

1) The designated airlines of each Party shall have the right to establish, in the territory of the other Party, offices for the sale and marketing of international air services, as well as for other products and supporting facilities necessary for rendering air services.

2) The designated airlines of each Party shall have the right, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, to bring into and maintain in the territory of the other Party their own managerial, operational, sales, technical, and specialized staff of any nationality and representatives that may be necessary related to rendering the air services.

3) The said representatives and the personnel requirements referred to in paragraph 2 of this Article may, according to the designated **airline** choice, be met by its own staff of any nationality or by using the services of any other airline, body or company operating in the territory of the other Party and that is authorized to render such services in the territory of the same.

4) The designated airlines of each Party shall have the right, either directly or at its discretion, through agents, to the selling of air services and related products and facilities in the territory of the other Party.

5) The designated airlines of each Party shall have the right to sell, and any person shall be free to purchase such air services and related products and facilities in local currency or in any other in freely convertible currency.

6) The designated airline of each Party shall have the right to pay for local expenses, in the territory of the other Party in local currency or, provided thereto is carried out in any freely convertible currency according to local currency regulations.

7) Each designated airline shall have the right to render their own ground assistance services in the territory of the other Party or to hire those services, fully or partially, at its choice with any of the authorized suppliers for rendering such services. When the laws and regulations, relevant to the ground assistance services in the territory of one Party, do not allow the self-assistance or limit the freedom to hire them, each one of the designated airlines shall receive a non-discriminatory treatment in respect to its access to the ground assistance services rendered by one or several suppliers.

ARTICLE 14
TARIFFS

1) Each Party shall allow tariffs for scheduled air services to be established by each airline based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

a) the prevention of tariffs whose implementation constitutes an anticompetitive and discriminatory practice, that have, may have or intends to have the effect of obstructing a competitor or exclude him out of a route;

b) the protection of consumers against tariffs that are unreasonably high or unreasonably restrictive due to the abuse of a dominant position; and

c) the protection of designated airlines against tariffs which are artificially low.

2) Tariffs for international air transportation between the territories of the Parties shall not be required to filed. Notwithstanding the foregoing, the designated airlines of the Parties shall continue to provide immediate access, upon request, to information on historical, existing and proposed tariffs to the aeronautical authorities of the Parties, in a manner and format acceptable to those aeronautical authorities.

3) Neither Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by the designated airline by any of the Parties for international air transportation. If either Party believes that any such tariff is inconsistent with the provisions set forth in paragraph 1 of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction in the shortest possible time period. Such consultations shall take place no more than thirty (30) days of the receipt of request, and the Parties shall cooperate to secure the necessary information for reasoned resolution of the issue. If the Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each 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 15
CUSTOMS DUTIES AND OTHER CHARGES

1) Each Party shall, on the basis of reciprocity, exempt a designated airline of the other Party to the fullest extent possible under its national laws, from restrictions on imports, customs duties, direct or indirect taxes, inspection fees, and other national and/or local duties and charges on aircraft, as well as their standard equipment, fuel, lubricating oils, maintenance equipment, aircraft tools, non-durable technical supplies, spare parts including engines, standard aircraft equipment; including, among others, food, beverages, liquor, tobacco and other products for sale to or use by passengers during the flight and other items indicated for use or used solely in connection with the operation or servicing of aircraft of the designated airline, as well as printed air waybills, staff uniforms,

computers or bill printers used by the designated airlines to book or issue the bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that 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 Party by or on behalf of the designated airline of the other Party;

b) retained on board aircraft of one designated airline of one Party upon arrival in or leaving the territory of the other Party and/or consumed during flight over said territory; or

c) taken on board aircraft by the designated airline on one Party in the territory of the other Party and intended for use in operating the agreed air services.

Whether or not such items are used or consumed wholly within the territory of the Party granting the exemption, provided the ownership of such items is not transferred in the territory of the said Party.

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

4) The exemptions provided for by this Article shall also apply to cases where a designated airline of one Party has entered into arrangements with another airline for the loan or transfer in the territory of the other Party of the regular equipment and the other items specified in paragraph (1) of this Article, provided such other airline similarly enjoys such exemption(s) from the other Party.

ARTICLE 16
USER CHARGES

1) Each Party shall do its best to assure that user charges to be imposed or permitted to be imposed, by its relevant charging bodies to the designated airlines of the other Party for the use of airports and other aviation facilities, are fair and reasonable. Such charges are based on solid economic principles and shall not be higher than those paid by other airlines for said services.

2) Neither Party shall give preference, regarding the user charges, to its own airline or to any other airline operating similar international air services and shall not impose nor permit to be imposed on the airline or designated airlines of the other Party user charges higher than those imposed on its own airlines or designated airlines operating similar international air services, that use similar aircrafts and facilities and associated services.

3) Each Party shall encourage consultations between its competent charging bodies and the designated airlines using the services and facilities, where

practicable through those airlines' representative organizations. Each Party shall encourage the competent charging bodies that, whenever possible, reasonable notice of any proposals for changes in user charges, along with the relevant information and additional data, should be given to such users to enable them to express their views before changes are made.

ARTICLE 17

REMITTANCE OF EARNINGS

1) Each Party shall grant the designated airlines of the other Party the right to transfer freely the excess of revenues over expenditure incurred by such airlines in its territory in connection with the sale of air services, the sale of other ancillary products and services, as well as commercial interest earned on such revenues (including interest earned on deposits pending transfer). Such transfers shall be made in any convertible currency, in accordance with the exchange regulations of the Party in whose territory the income has accrued. Such transfer shall be made on the basis of official exchange rates or, where there is no official exchange rate, such transfers shall be made on the basis of the exchange rates prevailing in the foreign exchange market for current payments.

2) If a Party imposes restrictions on the transfer of excess revenues over expenses by the designated airlines of the other Party, the latter shall have the right to impose reciprocal restrictions on the designated airlines of the first Party.

3) In the event that there is a special agreement between the Parties for the transfer of funds between the two Parties, such agreement shall prevail.

ARTICLE 18
LEASING

1) Each Party may prevent the use of leased aircrafts for air services under this Arrangement, which does not comply with Article 6 (Safety) and Article 7 (Security) of this Agreement.

2) Subject to paragraph 1 of this Article, the designated airlines of each Party may use aircrafts (or aircraft and crew) leased from any company, including other airlines, provided that this will not result in a lessor airline exercising traffic rights it does not have.

ARTICLE 19
INTERMODAL SERVICES

1) The designated airline of each Party shall, subject to the domestic laws and regulations of the Party receiving the designated airlines, be permitted to use surface modes of transport, in conjunction with its international passenger and/or cargo air services.

ARTICLE 20
EXCHANGE OF INFORMATION

1) The aeronautical authorities of both Parties shall exchange the necessary information to achieve a broad cooperation and agreement in all matters relevant to the application of this Agreement.

ARTICLE 21
CONSULTATIONS

1) In the spirit of close cooperation, the aeronautical authorities of the Parties shall consult with each other, from time to time, with a view to ensure the implementation to and satisfactory compliance with the provisions of this Agreement.

2) Except as provided in Article 6 (Safety) and Article 7 (Security) of this Agreement, either Party may, at any time, request consultations on the implementation, interpretation, application or amendment to this Agreement and/ or its Annex. Such consultations, which may be through discussion or by writing, shall begin within a period of sixty (60) days from the date of receipt of such request, unless otherwise agreed by the Parties.

ARTICLE 22
AMENDMENTS TO THE AGREEMENT

1) If either Party may consider appropriate to amend any provision of this Agreement, shall notify by written to the other Party of the need of such amendment.

2) Any amendment of this Agreement agreed by the Parties shall enter into force once ended the exchange of diplomatic notes ratifying said agreement.

3) Notwithstanding the provisions of paragraph 2 of this Article, all amendments of the Annex of this Agreement may be made in writing between the aeronautical authorities of the Parties and shall come into force on the date determined by the said authorities.

4) This Agreement shall be considered, upon being subject to the necessary changes, amended by the provisions of any international convention or multilateral agreement to be binding for both Parties.

ARTICLE 23
SETTLEMENT OF DISPUTES

1) If any dispute arises between the Parties relating to the interpretation or application of this Agreement, the Parties shall, in the first place, try to settle it by consultations or through diplomatic channels.

2) If the Parties fail to reach a settlement of the dispute by consultations or through diplomatic channels, it may be referred to such person or body as they may agree on, for it to act as mediator.

3) If the Parties do not accept mediator, Parties agree that such disputes shall be settled under the procedure of settlement of disputes as set by the ICAO;

ARTICLE 24
REGISTRATION WITH ICAO

1) This Agreement and any amendment thereto shall be registered upon its entering into force with the international Civil Aviation Organization.

ARTICLE 25
TERMINATION

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

In such case, this Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Party unless the notice is withdrawn by agreement before the end of this period.

2) If the Party does not receive acknowledgement of receipt, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by the International Civil Aviation Organization.

ARTICLE 26

ENTRY INTO FORCE

This Agreement shall enter into force thirty (30) days after the receipt of the last notice through diplomatic channels confirming the Parties have fulfilled all the relevant internal procedures necessary for the entry into force of this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized by their Governments, have signed this Agreement, drawn up in two original copies, in Spanish and English languages, being all the texts equally authentic. Each Party keeps an original text in each language for its implementation. In case of dispute, the English text shall prevail.

Done in Kigali on the 26 day of the month of April. of the year 2022.

FOR THE GOVERNMENT OF THE REPUBLIC OF CUBA

FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

ROUTE SCHEDULE

Schedule 1:

Routes to be operated by the designated airlines of Rwanda:

POINTS OF ORIGIN	INTERMEDIATE POINTS	POINTS OF DESTINATION	BEYOND POINTS
Any Point in the Republic of Rwanda	Any Point	Any Point in the Republic of Cuba	Any Point

Schedule 2:

Routes to be operated by the designated Airlines of Cuba:

POINTS OF ORIGIN	INTERMEDIATE POINTS	POINTS OF DESTINATION	BEYOND POINTS
Any Point in the Republic of Cuba	Any Point	Any Point in the Republic of Rwanda	Any Point

NOTES:

1) While operating an agreed service on a specified route, each designated airline may, in addition to the rights specified in Article 2 (Grant of Rights) of this Agreement, on any or all flights and at its option:

a) operate flights in one or both directions;

b) combine different flight numbers within one aircraft operation;

c) serve intermediate and beyond points and points in the territories of the Parties on the routes, in any combination and in any order;

d) omit stopovers at any point or points;

e) transfer traffic, including under code-sharing arrangements, from any of its aircraft to any of its other aircraft at any point on the routes;

f) serve points behind any point in the territory of the Party designated by the airline, with or without change of aircraft or flight number and may offer and advertise such services to the public as through direct services; and

g) make stopovers between any points whether within or outside the territories of the Parties;

2) The designated airline(s) of each Party shall have the right to terminate its air services in the territory of the other Party.

3) the designated airline(s) of each Party shall have the right to exercise the traffic rights of fifth freedom in any intermediate and/or beyond point of its own choice while operating any type of service (passengers and/or cargo, separately or combined) upon approval of both Parties.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 010/01 ryo ku wa 26/01/2024 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika ya Cuba na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 Mata 2022	**Seen to be annexed to Presidential Order nº 010/01 of 26/01/2024 ratifying the Bilateral Agreement on Air Services between the Government of the Republic of Cuba and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 26 April 2022**	**Vu pour être annexé à l'Arreté Présidentiel nº 010/01 du 26/01/2024 ratifiant l'Accord bilatéral sur les services aériens entre le Gouvernement de la République de Cuba et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 26 avril 2022**

Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
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° 011/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA NA REPUBULIKA YA CZECH AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I ABUJA MURI NIGERIA, KU WA 05 UKUBOZA 2022	PRESIDENTIAL ORDER N° 011/01 OF 26/01/2024 RATIFYING THE AIR TRANSPORT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE CZECH REPUBLIC, SIGNED AT ABUJA, NIGERIA, ON 05 DECEMBER 2022	ARRÊTÉ PRÉSIDENTIEL N° 011/01 DU 26/01/2024 RATIFIANT L'ACCORD DE TRANSPORT AÉRIEN ENTRE LA RÉPUBLIQUE DU RWANDA ET LA RÉPUBLIQUE TCHÈQUE, SIGNÉ À ABUJA, AU NIGERIA, LE 05 DÉCEMBRE 2022
ISHAKIRO	**TABLE OF CONTENTS**	**TABLE DES MATIÈRES**
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ITEKA RYA PEREZIDA N° 011/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA NA REPUBULIKA YA CZECH AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I ABUJA MURI NIGERIA, KU WA 05 UKUBOZA 2022	PRESIDENTIAL ORDER N° 011/01 OF 26/01/2024 RATIFYING THE AIR TRANSPORT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE CZECH REPUBLIC, SIGNED AT ABUJA, NIGERIA, ON 05 DECEMBER 2022	ARRÊTÉ PRÉSIDENTIEL N° 011/01 DU 26/01/2024 RATIFIANT L'ACCORD DE TRANSPORT AÉRIEN ENTRE LA RÉPUBLIQUE DU RWANDA ET LA RÉPUBLIQUE TCHÈQUE, SIGNÉ À ABUJA, AU NIGERIA, LE 05 DÉCEMBRE 2022
Twebwe, KAGAME Paul, Perezida wa Repubulika;	**We, KAGAME Paul,** President of the Republic;	**Nous, KAGAME Paul,** Président de la République ;
Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168 ;
Dushingiye ku Itegeko nº 016/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda na Repubulika ya Czech ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Abuja muri Nigeria, ku wa 05 Ukuboza 2022;	Pursuant to Law nº 016/2024 of 26/01/2024 approving the ratification of the Air Services Agreement between the Republic of Rwanda and the Czech Republic, signed at Abuja, Nigeria, on 05 December 2022;	Vu la Loi nº 016/2024 du 26/01/2024 portant approbation de ratification de l'Accord sur les services aériens entre la République du Rwanda et la République Tchèque, signé à Abuja, au Nigéria, le 05 décembre 2022 ;
Tumaze gusuzuma Amasezerano hagati ya Repubulika y'u Rwanda na Repubulika ya Czech ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Abuja muri Nigeria, ku wa 05 Ukuboza 2022;	After consideration of the Air Transport Agreement between the Republic of Rwanda and the Czech Republic, signed at Abuja, Nigeria, on 05 December 2022;	Après examen de l'Accord de transport aérien entre la République du Rwanda et la République Tchèque, signé à Abuja, au Nigéria, le 05 décembre 2022 ;

Bisabwe na Minisitiri w'Ibikorwa Remezo;	On proposal by the Minister of Infrastructure;	Sur proposition du Ministre des Infrastructures;
Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;	After consideration and approval by the Cabinet;	Après examen et adoption par le Conseil des Ministres ;
DUTEGETSE:	**DO ORDER:**	**ARRÊTONS :**
Ingingo ya mbere: Kwemeza burundu	**Article One: Ratification**	**Article premier: Ratification**
Amasezerano hagati ya Repubulika y'u Rwanda na Repubulika ya Czech ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Abuja muri Nigeria, ku wa 05 Ukuboza 2022, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.	The Air Transport Agreement between the Republic of Rwanda and the Czech Republic, signed at Abuja, Nigeria, on 05 December 2022, annexed to this Order, is ratified and becomes fully effective.	L'Accord de transport aérien entre la République du Rwanda et la République Tchèque, signé à Abuja, au Nigéria, le 05 décembre 2022, annexé au présent arrêté, est ratifié et sort son plein et entier effet.
Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka	**Article 2: Authorities responsible for the implementation of this Order**	**Article 2: Autorités chargées de l'exécution du présent arrêté**
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 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.	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.
Ingingo ya 3: Ingingo y'ururimi	**Article 3: Language provision**	**Article 3: Disposition linguistique**
Iri teka ryateguwe mu rurimi rw'Icyongereza.	This Order was drafted in English.	Le présent arrêté a été rédigé en anglais.

<u>Ingingo ya 4</u>: Gutangira gukurikizwa Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	**<u>Article 4</u>: Entry into force** This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**	**<u>Article 4</u>: Entrée en vigueur** Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 011/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA NA REPUBULIKA YA CZECH AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I ABUJA MURI NIGERIA, KU WA 05 UKUBOZA 2022	**ANNEX TO PRESIDENTIAL ORDER N° 011/01 OF 26/01/2024 RATIFYING THE AIR TRANSPORT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE CZECH REPUBLIC, SIGNED AT ABUJA, NIGERIA, ON 05 DECEMBER 2022**	**ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 011/01 DU 26/01/2024 RATIFIANT L'ACCORD DE TRANSPORT AÉRIEN ENTRE LA RÉPUBLIQUE DU RWANDA ET LA RÉPUBLIQUE TCHÈQUE, SIGNÉ À ABUJA, AU NIGERIA, LE 05 DÉCEMBRE 2022**

AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA NA REPUBULIKA YA CZECH AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I ABUJA MURI NIGERIA, KU WA 05 UKUBOZA 2022	**AIR TRANSPORT AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE CZECH REPUBLIC, SIGNED AT ABUJA, NIGERIA, ON 05 DECEMBER 2022**	**ACCORD DE TRANSPORT AÉRIEN ENTRE LA RÉPUBLIQUE DU RWANDA ET LA RÉPUBLIQUE TCHÈQUE, SIGNÉ À ABUJA, AU NIGERIA, LE 05 DÉCEMBRE 2022**

AIR TRANSPORT AGREEMENT

between

the Republic of Rwanda

and

the Czech Republic

The Republic of Rwanda and the Czech Republic, hereinafter referred to as Contracting Parties;

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944; and

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

Have agreed as follows:

Article 1

Definitions

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

(a) the term "Convention" means the Convention on International Civil Aviation opened for signature at 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, 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 Ministry in charge of Civil Aviation, and in the case of the Czech Republic the Ministry of Transport and, or, in both cases, any other authority legally empowered to perform the functions exercised by the said aeronautical authorities;

(c) the term "designated airline" means each airline that one Contracting Party has designated in writing to the other Contracting Party and which has been authorized in accordance with Article 3 of this Agreement to operate the agreed services on the specified routes in conformity with paragraph (1) of Article 2 of this Agreement;

(d) the terms "territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning respectively assigned to them in Articles 2 and 96 of the Convention;

(e) the term "capacity" in relation to the agreed services means the available seat capacity of the aircraft used on such services, multiplied by the frequency operated by such aircraft over a given period on a route or section of a route;

(f) the term "tariff" means the prices or charges to be paid for carriage of passengers, baggage and cargo (excluding remuneration and conditions for the carriage of mail) and the conditions under which those prices and charges apply, including commissions to be paid on the carriage for agency services, charges and conditions for any services ancillary to such carriage which are offered by airlines and also include any significant benefits provided in association with the carriage;

(g) the term "Annex" means the Annex to this Agreement or as amended in accordance with the provisions of Article 21 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;

(h) the term "EU Treaties" means the Treaty on European Union and the Treaty on the functioning of the European Union.

Article 2

Traffic Rights

(1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating international air services by the designated airline (hereinafter called "agreed services") over the routes specified in the appropriate section of the Annex (hereinafter called "specified routes").

(2) Subject to the provisions of this Agreement the designated airline of each Contracting Party shall enjoy, while operating the agreed services on the specified routes, the following rights:

(a) the right to fly without landing across the territory of the other Contracting Party;

(b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes;

(c) the right to embark and disembark in the territory of the other Contracting Party at points specified in the Annex passengers, baggage and cargo including mail, separately or in combination, destined for or coming from points in the territory of the first Contracting Party; and

(d) the right to embark and disembark in the territory of the third countries at the points specified in the Annex passengers, baggage and cargo including mail, separately or in combination, destined for or coming from points in the territory of the other Contracting Party, specified in the Annex.

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

(4) Nothing in paragraph (2) of this Article shall be deemed to confer on the designated airline of one Contracting Party the right of embarking, 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 Authorization

(1) Each Contracting Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services for such a Contracting Party and to withdraw the designation of any airline or to substitute another airline for one previously designated. Such designation shall be effected by virtue of written notification between the aeronautical authorities of both Contracting Parties.

(2) The aeronautical authorities, which have received the notification of designation, shall, subject to the provisions of paragraphs (3) and (4) of this Article, grant without delay to the designated airline of the other Contracting Party the necessary operating authorizations.

(3) The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

(4) The aeronautical authorities of each Contracting Party shall have the right to refuse to accept the designation of an airline and to refuse to grant the operating authorization referred to in paragraph (2) of this Article, or to impose such conditions as it may deem

necessary for the exercise of the rights specified in Article 2 of this Agreement, whenever the Contracting Party has no proof that:

(a) in the case of an airline designated by the Czech Republic

(i) the airline is established in the territory of the Czech Republic 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 European Union Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authorities are clearly identified in the designation;

(b) 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 effective regulatory control of the airline is exercised and maintained by the Republic of Rwanda; and

(ii) the airline has its principal place of business in the territory of the Republic of Rwanda.

(5) When an airline has been designated and authorized in accordance with this Article, it may operate in whole or in part the agreed services for which it is designated, provided that the airline complies with the applicable provisions of this Agreement.

Article 4

Revocation and Suspension of Operating Authorization

(1) The aeronautical authorities of each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement of the designated airline of the other Contracting Party or to impose such conditions, temporary or permanent, as it may deem necessary on the exercise of such rights, if:

(a) in the case of an airline designated by the Czech Republic

(i) the airline is not established in the territory of the Czech Republic 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 European Union Member State responsible for issuing its Air Operator's

Certificate or the relevant aeronautical authorities are not clearly identified in the designation;

(b) 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 effective regulatory control of the airline is not exercised or not maintained by the Republic of Rwanda; or

(ii) the airline does not have its principal place of business in the territory of the Republic of Rwanda;

(c) an airline fails to prove before the aeronautical authorities of that Contracting Party granting those rights an ability to fulfil the conditions under the laws and regulations applied by these authorities in conformity with the provisions of the Convention; or

(d) an airline otherwise fails to operate in accordance with the conditions prescribed by this Agreement.

(2) Unless immediate action is essential to prevent further infringement of the laws and regulations referred to above, the rights enumerated in paragraph (1) of this Article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party. Unless otherwise agreed by the aeronautical authorities, such consultations between the aeronautical authorities of both Contracting Parties shall begin within a period of sixty (60) days from the date of request made by either aeronautical authorities.

Article 5

Application of Laws, Regulations and Procedures

(1) While entering, within or leaving the territory of one Contracting Party, laws, regulations and procedures in force in its territory relating to the operation and navigation of aircraft shall be complied with by the other Contracting Party's airlines.

(2) The laws, regulations and procedures in force in the territory of one Contracting Party relating to admission to, stay in, transit through, or departure from its territory of passengers, crews, baggage and cargo including mail, such as laws, regulations and procedures relating to entry, exit, immigration, passports, customs, currency, quarantine, health, veterinary or sanitary measures, shall apply to passengers, crew, baggage, cargo and mail carried by the aircraft of the designated airline of the other Contracting Party upon entry into or departure from or while within the territory of the said Contracting Party.

(3) In the application of its customs, immigration, quarantine and similar regulations, neither Contracting Party shall give preference to its own or any other airlines over an airline of the other Contracting Party engaged in similar international air services.

Article 6

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) 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, 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 and any other multilateral agreement governing 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 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; they shall require that operators of aircraft who have their principal place of business or permanent residence in the territories of the Contracting Parties or, in the case of the Czech Republic, operators of aircraft who 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 territories act in conformity with such aviation security provisions.

(5) 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 laws and regulations in force in that Contracting Party, including, in the case of the Czech Republic, European Union law.

(6) 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.

(7) Each Contracting Party shall give a sympathetic consideration to any request from the other Contracting Party for reasonable 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 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.

(9) When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of 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 thirty (30) days from the date of the delivery of such request shall constitute grounds for application of Article 4 of this Agreement. If required by a serious emergency, either Contracting Party may take interim action prior to the expiry of this period.

Article 7

Aviation Safety

(1) Certificates of airworthiness, certificates of competency and licences issued, or rendered valid, in accordance with the rules and procedures of one Contracting Party, including, in the case of the Czech Republic, European Union law, and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services, provided that such certificates and licences are at least equal to or above the minimum standards which are established pursuant to the Convention.

(2) Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or by any other State.

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

(4) 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 fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 4 of this Agreement.

(5) Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or, under the lease agreement, on behalf of 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.

(6) 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 the 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 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.

(7) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by, or, on behalf of an airline of one Contracting Party in accordance with paragraph (5) 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 (6) of this Article arise and draw the conclusions referred to in that paragraph.

(8) Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline 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.

(9) Any action by one Contracting Party in accordance with paragraphs (4) or (8) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

(10) Where the Czech Republic has designated an airline whose regulatory control is exercised and maintained by another European Union Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State and in respect of the operating authorization of that airline.

Article 8

Customs Provisions, Duties and Taxes

(1) Each Contracting Party shall exempt the designated airline of the other Contracting Party from import restrictions, customs duties, indirect taxes, inspection fees and other national and local duties and charges on aircraft, fuel, lubricants, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and food (including liquor, tobacco, beverages and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use solely in connection with the operation or servicing of aircraft of the designated airline of such Contracting Party operating the agreed services, as well as printed tickets stock, air way-bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that designated airline.

(2) The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article:

(a) introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party;

(b) retained on board aircraft of the designated airline of one Contracting Party upon arriving in and until leaving the territory of the other Contracting Party; and

(c) taken on board aircraft of the 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 of a 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 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 in accordance with customs regulations.

(4) The exemptions provided for by this Article shall also apply in respect of consumable technical supplies, spare parts including engines and regular airborne equipment in situations where the designated airline of either Contracting Party has entered into arrangements with another airlines for the loan or transfer in the territory of the other Contracting Party provided such other airlines similarly enjoy such exemptions from such Contracting Party. Such loans and transfer shall be announced by airline to respective customs authorities.

(5) Nothing in this Agreement shall prevent the Czech Republic from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airline of the Republic of Rwanda that operates between a point in the territory of the Czech Republic and another point in the territory of the Czech Republic or in the territory of another European Union Member State.

Article 9

Use of Airports and Aviation Facilities

(1) The charges imposed in the territory of one Contracting Party on the designated airline of the other Contracting Party for the use of airports, air navigation and other facilities shall not be higher than those that would be paid by any other aircraft of the same class engaged in similar international air services.

(2) In the use of airports, airways, air traffic services and associated facilities under its control, neither Contracting Party shall give preference to its own or any other airline over an airline of the other Contracting Party engaged in similar international air services.

(3) Each Contracting Party shall encourage consultations on user charges between its competent charging authorities and the 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 such charges should be given to such airlines to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such airlines to exchange appropriate information concerning such charges.

Article 10

Direct Transit

Passengers, baggage and cargo in direct transit through the territory of a Contracting Party, not leaving the area of the airport reserved for such purpose shall be subject to no more than a simplified control, except checks justified on the basis of security provisions referred to in Article 6 of this Agreement, by the interest in maintaining of internal security, prevention of trafficking of narcotics and psychotropic substances or prevention of illegal immigration. Baggage and cargo in direct transit shall be exempt from customs duties and other charges.

Article 11

Sale of Services and Transfer of Funds

(1) Upon filing with the aeronautical authorities of the first Contracting Party and subject to appropriate commercial registration in accordance with the respective laws and regulations in force in the territory of this first Contracting Party the designated airline of the other Contracting Party shall have the right to sell freely its air transport services in the territory of the first Contracting Party either directly or at its discretion through its agents, and any person shall be free to purchase such services in the local currency or in any freely convertible currency normally purchased by banks in that territory.

(2) The designated airlines of the Contracting Parties shall have the right to convert and to remit to their home territory the excess of receipts over local expenditures earned in the territory of the other Contracting Party in a freely convertible currency. Conversion and remittance shall be performed without restrictions at the foreign exchange market rate applicable for these transactions on the day the transfer is made. In the case that the foreign exchange market rate system is not established, the conversion and remittance shall be performed without restrictions on the basis of the official exchange rate applicable on the date the transfer is made. Actual transfer shall be executed without delay and shall not be subject to any charges except normal service charges collected by banks for such transactions.

(3) In the event that payments between the Contracting Parties are governed by a special agreement, such an agreement shall apply.

Article 12

Tariffs

(1) The tariffs for the agreed services shall be established by the designated airlines of both Contracting Parties at reasonable levels, due regard being paid to all relevant factors, including interests of users, cost of operation, characteristics of service, reasonable profit and other commercial consideration in the market place.

(2) The tariffs established under paragraph (1) of this Article shall not be required to be filed by the designated airline of one Contracting Party with the aeronautical authorities of the other Contracting Party. Notwithstanding the foregoing, each Contracting Party shall have the right to intervene so as to:

(a) prevent unreasonably discriminatory tariffs or practices;

(b) protect consumers from tariffs that are unreasonably high or restrictive due to abuse of a dominant position; and

(c) protect airlines from tariffs that are artificially low due to direct or indirect subsidy or support, or where evidence exists as to an intent to eliminate competition.

(3) The designated airline of one Contracting Party shall provide, on request, to the aeronautical authorities of the other Contracting Party information relating to the establishment of the tariffs, in a manner and format prescribed by such authorities.

Article 13

Capacity

(1) There shall be fair and equal opportunity for the designated airlines of the Contracting Parties to operate air services on any route specified in the Annex.

(2) In operating the agreed services the designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

(3) The agreed services provided by the designated airlines of the Contracting Parties shall bear a 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 for the carriage of passengers and cargo, including mail, coming from or destined for the territory of the Contracting Party designating the airline. Provision of the carriage of passengers and cargo, including mail, both embarked and disembarked at points

on the specified routes in the territories of States, other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

(a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;

(b) traffic requirements of the area through which the agreed service passes, after taking account of other services established by airlines of the States comprising the area; and

(c) the requirements of through airline operation.

(4) The capacity and frequency of agreed services to be operated by the designated airlines of each Contracting Party shall be jointly determined by the aeronautical authorities of both Contracting Parties.

Article 14

Code-sharing

(1) In operating or holding out air services on the specified routes any designated airline of one Contracting Party may enter into code-sharing and blocked-space arrangement with:

(a) an airline or airlines of either Contracting Party;

(b) an airline or airlines of a third Party. Should such a third Party not authorize or allow comparable arrangements between the airlines of the other Contracting Party and other airlines on services to, from and via the territory of such third Party, the aeronautical authorities of the concerned Contracting Party have the right not to accept such arrangements.

(2) The above provisions are, however, subject to the conditions that all airlines in such arrangements:

(a) hold the underlying traffic or route rights and meet the provisions of this Agreement;

(b) meet the requirements applied to such arrangements by the aeronautical authorities of both Contracting Parties; and

(c) provide the consumers with the proper information concerning such code-sharing and blocked-space arrangements.

(3) The airlines are required to file proposed code-sharing and blocked-space arrangements with the aeronautical authorities of both Contracting Parties at least thirty (30) days before

its proposed introduction. Such code-sharing and blocked-space arrangements are subject to approval by the aeronautical authorities of both Contracting Parties.

Article 15

Timetables

(1) An airline designated by one Contracting Party shall file to the aeronautical authorities of the other Contracting Party for approval at least thirty (30) days in advance the timetable of its intended services, specifying the frequency, type of aircraft, times, configuration and number of seats to be made available to the public and period of timetable validity. The same procedure shall apply to any modification thereof.

(2) If the designated airline wishes to operate supplementary flights besides those covered in the timetables, it shall request permission from the aeronautical authorities of the other Contracting Party. Such request shall usually be submitted at least two (2) working days before operating such flights.

Article 16

Intermodal Services

The designated airline of each Contracting Party shall have the right to employ, in connection with air transport of passengers and cargo, any surface transport to or from any point in the territories of the Contracting Parties or third countries. The designated airline may elect to perform its own surface transport or to provide it through arrangements, including code-share, with other surface carriers, subject to laws and regulations in force in the territory of a Contracting Party concerned. The intermodal services may be offered as a through service and at a single price for the air and surface transport combined, provided that passengers and shippers are informed as to the facts concerning such transport.

Article 17

Airline Representation

(1) The designated airline of one Contracting Party shall be entitled, in accordance with the laws and regulations in force in the territory of the other Contracting Party relating to entry, residence, and employment, and on the basis of reciprocity, to bring into and to maintain in the territory of the other Contracting Party its representative and commercial, technical and other specialist staff reasonably required for the operation of the agreed services.

(2) The representative and staff shall be subject to the laws and regulations in force in the territory of the other Contracting Party.

(3) Subject to the laws and regulations in force in the respective territory, the designated airlines of both Contracting Parties shall have the right to establish in the territory of the other Contracting Party an office or offices for promotion of air transport and sale of the air services.

Article 18

Ground Handling

Subject to the laws and regulations in force in the territory of the respective Contracting Party including, in the case of the Czech Republic, European Union law, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling (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 19

Provision of Information

The aeronautical authorities of each Contracting Party shall provide the aeronautical authorities of the other Contracting Party, upon request, periodic statements of statistics or other similar information related to traffic carried by the designated airline on the routes specified in this Agreement as may be reasonably required for the purpose of reviewing the operation of agreed services.

Article 20

Consultations

(1) The aeronautical authorities of the Contracting Parties shall have communication, which may be through discussion or by correspondence, to ensure close co-operation in all matters affecting the implementation of this Agreement.

(2) Either Contracting Party may at any time request consultations on any problem related to this Agreement. Such consultations shall begin within a period of sixty (60) days from the

date of the delivery of the request to the other Contracting Party, unless otherwise agreed by the Contracting Parties.

Article 21

Amendments

(1) If either of the Contracting Parties considers it desirable to amend any provision of this Agreement, such amendment, if agreed between the Contracting Parties, shall come into force on the sixtieth (60) day after delivery of the latter of diplomatic notes confirming that the formalities constitutionally required for approval of this amendment have been complied with.

(2) In an event a general multilateral convention related to international air transport and affecting the relations between the two Contracting Parties enters into force, this Agreement shall be amended to conform to the provisions of such multilateral convention in so far as those provisions have been accepted by both Contracting Parties.

Article 22

Settlement of Disputes

(1) In case of dispute arising from the interpretation or application of this Agreement, the aeronautical authorities of the Contracting Parties shall in the first place endeavour to settle it by negotiation.

(2) If the aeronautical authorities fail to reach an agreement, the dispute shall be settled by negotiations between the Contracting Parties.

(3) If the Contracting Parties fail to reach a settlement of the dispute by negotiation, it may be referred by them to such person or body as they may agree on, for an advisory opinion or a binding decision as the Contracting Parties may agree, or, at the request of either Contracting Party, shall be submitted for decision to a tribunal of three arbitrators.

(4) Such arbitral tribunal shall be constituted as follows: each Contracting Party shall appoint one member, and these two members shall agree upon and appoint a national of a third State as their chairman. Such members shall be appointed within sixty (60) days, and such chairman within ninety (90) days of the date on which either Contracting Party has informed the other Contracting Party of its intention to submit the dispute to an arbitral tribunal.

(5) If the periods specified in paragraph (4) above have not been observed, either Contracting Party may, in the absence of any other relevant arrangement, invite the President of the

Council of the International Civil Aviation Organization to make the necessary appointments. If the President is a national of either Contracting Party or if he is otherwise prevented from discharging this function, the Vice-president deputizing for him should make the necessary appointments.

(6) The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be binding on the Contracting Parties. Each Contracting Party shall bear the cost of its own member as well as of its representation in the arbitral proceedings; the cost of the chairman and any other costs shall be borne in equal parts by the Contracting Parties. In all other respects the arbitral tribunal shall determine its own procedure.

Article 23

Registration

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

Article 24

Termination

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 this Agreement shall terminate twelve (12) months after the date of the delivery of the notice to the other Contracting Party, unless the notice to terminate is withdrawn with a consent of the other Contracting Party before the expiry of this period. In absence of acknowledgement of delivery to the other Contracting Party, the notice shall be deemed to have been delivered fourteen (14) days after the delivery of the notice to the International Civil Aviation Organization.

Article 25

Entry into force

Each Contracting Party shall notify the other Contracting Party by diplomatic note that the formalities constitutionally required in their respective country for approval of this Agreement have been complied with. This Agreement shall enter into force on the sixtieth (60) day after delivery of the latter of these two notifications.

Done at Abuja this 5th day of December 2022, in two originals in the Czech and English languages, both texts being equally authentic.

For the Republic of Rwanda

For the Czech Republic

Annex

Section I

Routes to be operated by the airlines designated by the Czech Republic:

Points in the Czech Republic	Intermediate Points	Points in the Republic of Rwanda	Beyond Points
Any	Any	Any	Any

Section II

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

Points in the Republic of Rwanda	Intermediate Points	Points in the Czech Republic	Beyond Points
Any	Any	Any	Any

Notes:

1. The routes may be operated in either direction.

2. The designated airlines of the Contracting Parties may on any or all flights:

(a) omit calling at any of the above mentioned points, provided that the agreed services on these routes begin at the point in the territory of the Contracting Party designating the airline;

(b) combine different flight numbers within the one aircraft operation;

(c) transfer traffic from any of its aircraft to any of its other aircraft at any point; and

(d) serve the intermediate points, beyond points and points in the territories of the Contracting Parties in any order.

3. References in this Agreement to nationals of the Czech Republic shall be understood as referring to nationals of European Union Member States. References in this Agreement to airlines of the Czech Republic shall be understood as referring to airlines designated by the Czech Republic.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 011/01 ryo ku wa 26/01/2024 ryemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda na Repubulika ya Czech ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Abuja muri Nigeria, ku wa 05 Ukuboza 2022	**Seen to be annexed to Presidential Order nº 011/01 of 26/01/2024 ratifying the Air Transport Agreement between the Republic of Rwanda and the Czech Republic, signed at Abuja, Nigeria, on 05 December 2022**	**Vu pour être annexé à l'Arreté Présidentiel nº 011/01 du 26/01/2024 ratifiant l'Accord de transport aérien entre la République du Rwanda et la République Tchèque, signé à Abuja, au Nigéria, le 05 décembre 2022**

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 012/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA GUINEA BISSAU AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 NZERI 2022	PRESIDENTIAL ORDER N° 012/01 OF 26/01/2024 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF GUINEA BISSAU, SIGNED AT KIGALI, RWANDA, ON 12 SEPTEMBER 2022	ARRÊTÉ PRÉSIDENTIEL N° 012/01 DU 26/01/2024 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE GUINÉE BISSAU, SIGNÉ À KIGALI, AU RWANDA, LE 12 SEPTEMBRE 2022
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Twebwe, KAGAME Paul, Perezida wa Repubulika;	**We, KAGAME Paul,** President of the Republic;	**Nous, KAGAME Paul,** Président de la République ;
Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n'iya 168;	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168;	Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168 ;
Dushingiye ku Itegeko n° 017/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Guinea Bissau ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Nzeri 2022;	Pursuant to Law n° 017/2024 of 26/01/2024 approving ratification of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Guinea Bissau, signed at Kigali, Rwanda, on 12 September 2022;	Vu la Loi n° 017/2024 du 26/01/2024 portant approbation de ratification de l'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Guinée Bissau, signé à Kigali, Rwanda, le 12 septembre 2022 ;
Tumaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Guinea	After consideration of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the	Après examen de l'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement

Bissau ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Nzeri 2022;	Government of the Republic of Guinea Bissau, signed at Kigali, Rwanda, on 12 September 2022;	de la République de Guinée Bissau, signé à Kigali, au Rwanda, le 12 septembre 2022 ;
Bisabwe na Minisitiri w'Ibikorwa Remezo;	On proposal by the Minister of Infrastructure;	Sur proposition du Ministre des Infrastructures ;
Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;	After consideration and approval by the Cabinet;	Après examen et adoption par le Conseil des Ministres ;
DUTEGETSE:	**DO ORDER:**	**ARRÊTONS :**
Ingingo ya mbere: Kwemeza burundu	**Article One: Ratification**	**Article premier : Ratification**
Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Guinea Bissau ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Nzeri 2022, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.	The Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Guinea Bissau, signed at Kigali, Rwanda, on 12 September 2022, annexed to this Order, is ratified and becomes fully effective.	L'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Guinée Bissau, signé à Kigali, au Rwanda, le 12 septembre 2022, annexé au présent arrêté, est ratifié et sort son plein et entier effet.
Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka	**Article 2: Authorities responsible for the implementation of this Order**	**Article 2 : Autorités chargées de l'exécution du présent arrêté**
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 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	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

	Order.	de l'exécution du présent arrêté.
Ingingo ya 3: Ingingo y'ururimi	**Article 3: Language provision**	**Article 3 : Disposition linguistique**
Iri teka ryateguwe mu rurimi rw'Icyongereza.	This Order was drafted in English.	Le présent arrêté a été rédigé en anglais.
Ingingo ya 4: Gutangira gukurikizwa	**Article 4: Entry into force**	**Article 4 : Entrée en vigueur**
Iri teka ritangira gukurikizwa ku munsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda**.**	Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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° 012/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA GUINEA BISSAU AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 NZERI 2022	**ANNEX TO PRESIDENTIAL ORDER N° 012/01 OF 26/01/2024 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF GUINEA BISSAU, SIGNED AT KIGALI, RWANDA, ON 12 SEPTEMBER 2022**	**ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 012/01 DU 26/01/2024 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE GUINÉE BISSAU, SIGNÉ À KIGALI, AU RWANDA, LE 12 SEPTEMBRE 2022**

AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA GUINEA BISSAU AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 12 NZERI 2022	**BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF GUINEA BISSAU, SIGNED AT KIGALI, RWANDA, ON 12 SEPTEMBER 2022**	**ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DE GUINÉE BISSAU, SIGNÉ À KIGALI, AU RWANDA, LE 12 SEPTEMBRE 2022**

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE REPUBLIC OF GUINEA BISSAU

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PREAMBLE

The Government of the Republic of Rwanda and the Government of the Republic of Guinea Bissau (hereinafter referred to individually as "Rwanda" and "Guinea Bissau" respectively and collectively as the "Contracting Parties");

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;

Desiring to conclude an Agreement in conformity with and supplementary to the said Convention, 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 authorities" means in the case of Rwanda, the Ministry of Infrastructure, and the Rwanda Civil Aviation Authority and in the case of Guinea Bissau, the Ministry of Transportations and Communications, and the Guinea Bissau Civil Aviation Authority, or in both cases, their successors or any person or body who may be authorized to perform any functions at present exercisable by the above-mentioned authorities or similar functions;

b) "agreed services" means scheduled international air services between and beyond the respective territories of Rwanda and Guinea Bissau for the transport of passengers, baggage and cargo, separately or in any combination;

c) "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex;

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) "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 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" 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 that has been designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;

i) "tariffs" means the prices which the designated airlines charge for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including the commissions paid to agencies and other auxiliary services, 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; and

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) All references to the words in singular shall be construed to include the plural and all references to words in the plural shall be construed to include the singular as the context requires.

(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) the right to fly across the territory of the other Contracting Party without landing;

b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes;

c) the right 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 in the route schedule annexed to this Agreement; and

d) the rights otherwise specified in this Agreement.

(3) Additionally, the airline(s) of each Contracting Party, other than those designated under Article 3 (Designation and Authorisation) of this Agreement, shall also enjoy the rights specified in subparagraphs 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.

(7) All rights granted in this Article by each Contracting Party shall not be assigned to any other third party.

ARTICLE 3: DESIGNATION AND AUTHORISATION

(1) The aeronautical authorities of each Contracting Party shall have the right to designate one or more airline(s) 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 designations and any changes thereto shall be made in writing by the aeronautical authorities of the Contracting Party having designated the airline to the aeronautical authorities 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, grant the appropriate operating authorizations with minimum procedural delay, provided:

a) the incorporation and principal place of business of the airline are in the territory of the Contracting Party designating the airline;

b) the Contracting Party designating the airline has and maintains effective regulatory control of the airline;

c) 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; and

d) the Contracting Party designating the airline is maintaining and administering the standards set forth in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement.

(3) 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 the airline complies with the applicable provisions of this Agreement.

ARTICLE 4: WITHOLDING, REVOCATION, SUSPENSION AND LIMITATION OF OPERATING AUTHORIZATIONS

(1) The aeronautical authorities of each Contracting Party shall, with respect to an airline designated by the other Contracting Party, have the right to withhold, revoke, suspend, limit, or impose conditions on the operating authorization where:

a) the aeronautical authorities are not satisfied that the incorporation and principal place of business of the airline are in the territory of the Contracting Party designating the airline; or

b) the aeronautical authorities are not satisfied that the Contracting Party designating the airline has and maintains effective regulatory control of the airline; or

c) the airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party receiving the designation; or

d) the other Contracting Party designating the airline is not maintaining and administering the standards as set forth in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement; or

e) the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

(2) Unless immediate action is essential to prevent further noncompliance with subparagraphs 1(b) or 1(c) of this Article, the rights established by this Article shall be exercised only after consultation with the aeronautical authorities of the other Contracting Party, as provided for in Article 21 (Consultations) of this Agreement.

(3) This Article does not limit the rights of either Contracting Party to withhold, revoke, limit, suspend, limit or impose conditions on the operating authorization of a designated airline or airlines of the other Contracting Party in accordance with the provisions of Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement

(4) In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 23 (Settlement of Disputes) shall not be prejudiced.

ARTICLE 5: APPLICATION OF LAWS

(1) While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the designated airline of other Contracting Party.

(2) While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the admission to, or departure from its territory of passengers, baggage, crew and cargo, on aircraft (including 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

of the other Contracting Party's airlines.

(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 each 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 in direct transit shall be exempt from customs duties, excise taxes and other similar national and/or local fees and charges.

ARTICLE 6: AVIATION SAFETY

(1) Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party relating to aeronautical facilities, flight crew, aircraft and operation of the designated airlines. 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 any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the other Contracting Party shall be notified 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 (Withholdings, Revocation, Suspension and Limitation of Operating Authorizations) 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 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 provided this does not cause unreasonable delay in the operation of the aircraft. The purpose of this search shall be to verify the validity of the relevant aircraft documentation, the licensing of its flight crew, and the apparent condition of aircraft and its equipment (in this Article called "ramp inspection").

(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 licences in respect of that aircraft or in respect of the flight 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 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 7: AVIATION SECURITY

(1) Each Contracting Party may request consultations at any time concerning security standards in any area relating to crew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of the request.

(2) 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.

(3) 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 *Montreal 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, and any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.

(4) 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 relevant threat to the security of civil aviation.

(5) 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.

(6) 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.

(7) Each Contracting Party agrees that its operators of aircraft referred to in paragraph (6) of this Article may be required to observe the aviation security provisions referred to in paragraph (4) of this Article applied by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party.

(8) 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.

(9) 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.

(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 authorities of the first 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 such request shall constitute grounds for the application of paragraph (1) of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorizations) of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 of this Agreement 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 8: MUTUAL RECOGNITION OF CERTIFICATES AND LICENCES

(1) Certificates of airworthiness, certificates of competency and licences 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 that the requirements under which such certificates and licences were issued, or rendered valid, are equal to or higher than the minimum requirements which are, or may be in the future, established under the Convention.

(2) Each Contracting Party, however, reserves the right to refuse to recognize, for flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

(3) If the privileges or conditions of the licences 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 authorities of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under paragraph 2 of Article 6 of this Agreement, request consultations with the aeronautical authorities of the other Contracting Party in accordance with Article 21 (Consultations) of this Agreement, 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 paragraph 1 of Article 4 of this Agreement.

ARTICLE 9: FAIR COMPETITION

(1) Each Contracting Party shall allow a fair and equal opportunity for the designated airlines to compete freely in providing the international air transportation 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) Each Contracting Party shall allow the designated airlines to determine the capacity and the number of frequencies to be operated based upon commercial consideration in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequencies or 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.

(4) 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 10: APPROVAL OF SCHEDULES

(1) The designated airlines of each Contracting Party shall submit for approval to the aeronautical authorities of the other Contracting Party thirty (30) days prior to the inauguration of its international air services, the schedule of 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 of a Contracting Party wishes to operate ad-hoc flights supplementary to those covered in the approved schedules, it shall obtain prior permission of the aeronautical authorities of the Contracting Party concerned, which shall give positive and favorable consideration to such request.

ARTICLE 11: STATISTICS

(1) The aeronautical authorities of each Contracting Party shall provide or cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party, at their request, statistics relating to the traffic uplifted from and discharged in the territory of that other Contracting Party as may be reasonably required.

ARTICLE 12: COOPERATIVE MARKETING ARRANGEMENTS

(1) In operating or holding out the agreed services on the specified routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements such as code-sharing, blocked-space, free flow or any other joint venture arrangements with:

a) an airline(s) of the same Contracting Party, or

b) an airline(s) of the other Contracting Party; or

c) an airline(s) of a third country,

provided that all airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned.

(2) In the event of code-sharing arrangement, the marketing airline shall, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline or airlines will actually operate each sector of the service and with which airline the purchaser is entering into a contractual relationship.

(3) The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-share flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary as provided for in paragraph 2 of this Article.

(4) All code-sharing arrangements shall have prior approval of the appropriate aeronautical authorities before implementation.

(5) It is the common understanding of both Contracting Parties that code-share services are not counted against the frequency entitlement of the marketing airline.

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 selling and marketing international air services as well as for other ancillary products and facilities required for the provision of air services.

(2) The designated airlines of each Contracting Party shall be entitled, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial, operational, sales, technical and specialist personnel

of any nationality and representatives as they may be required in connection with the provision of air services.

(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 services and its ancillary products and facilities in the territory of the other Contracting Party.

(5) The designated airlines of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such air services and its ancillary products and facilities in local currency or in any other freely convertible currency.

(6) The designated airline of each 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.

(7) Each designated airline shall have the right to provide their own ground handling services in the territory of the other Contracting Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorized for the provision of such services. Where the laws and regulations applicable to ground handling in the territory of one Contracting Party do not allow self-handling or limit the freedom to contract these services out, each designated airline shall be treated on a non-discriminatory basis as regards their access to ground handling services provided by a supplier or suppliers.

ARTICLE 14: TARIFFS

(1) Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. 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 that are artificially low.

(2) Tariffs for international air transportation between the territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed tariffs to the aeronautical authorities of the Contracting Parties in a manner and format acceptable to those aeronautical authorities.

(3) 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. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request for 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 tariff shall go into effect or continue in effect.

ARTICLE 15: CUSTOMS DUTIES AND OTHER CHARGES

(1) Each Contracting Party shall on the basis of reciprocity exempt the designated airlines of the other Contracting Party to the fullest extent possible under its national law 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 airlines, as well as printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the designated airlines 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 airlines.

(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; or

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, 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 one 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 16: 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, where practicable through those airlines' representative organizations. Each Contracting Party shall encourage the competent charging bodies to provide users with reasonable notice whenever possible of any proposal for changes in user charges together with relevant supporting information and data, to enable users to express their views before the charges are revised.

ARTICLE 17: TRANSFER OF FUNDS

(1) Each Contracting Party shall grant 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 services, 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 transfer 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, that other Contracting Party 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 transfer of funds between the two Contracting Parties, such agreement shall prevail.

ARTICLE 18: LEASING

(1) Each Contracting Party may prevent the use of leased aircraft for air services under this Agreement which does not comply with Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement.

(2) Subject to paragraph 1 of this Article, the designated airlines of each Contracting Party may use aircraft (or aircraft and crew) leased from any company, including

other airlines, provided that this would not result in a lessor airline exercising traffic rights it does not have.

ARTICLE 19: INTERMODAL SERVICES

(1) The designated airlines of each Contracting Party shall be permitted to use surface modes of transport, subject to the national laws and regulations of the Contracting Party receiving the designated airlines, in conjunction with the international passenger and/or cargo air services

ARTICLE 20: EXCHANGE OF INFORMATION

(1) The aeronautical authorities of both Contracting Parties shall exchange information as needed in order to achieve close cooperation and agreement in all matters pertaining to the application of this Agreement.

ARTICLE 21: CONSULTATIONS

(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.

(2) Except as provided in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement, either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement and/or its Annex. Such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days from the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 22: AMENDMENT OF AGREEMENT

(1) If either Contracting Party considers it desirable to amend any provision of this Agreement, it shall notify the other Contracting Party in writing on the need for amendment.

(2) Any amendment to this Agreement agreed upon by the Contracting Parties, shall enter into force upon the completion of the exchange of diplomatic notes confirming such agreement.

(3) Notwithstanding the provisions of paragraph 2 of this Article, any amendment of the

Annex to this Agreement shall be agreed upon in writing between the aeronautical authorities of the Contracting Parties and shall enter into force on the date to be determined by the said Authorities.

(4) 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 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 consultations or through diplomatic channels.

(2) If the Contracting Parties fail to reach a settlement by consultations or through diplomatic channels, they may agree to refer the dispute for decision to some person or body, as they may agree on, for mediation.

(3) If the Contracting Parties do not agree to mediation, or if a settlement is not reached by consultations or through diplomatic channels, 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 thirty (30) days of receipt of a written 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 arbitrator;

b) If within the time limits specified in subparagraph 3(a) of this Article, any appointment has not been made, either Contracting Party may, in writing, request the President of the Council of the International Civil Aviation Organization to make the necessary appointment within thirty (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 Contracting 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. At the direction of the tribunal, or at the written request

of either of the Contracting Parties, 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 written requests for clarification of the decision within fifteen (15) days after they receive 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, each of 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 subparagraph 3(b) of this Article.

(10) If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph 6 of this Article, the other Contracting Party may withhold, limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 24: REGISTRATION

(1) This Agreement and any amendments thereto shall be registered upon their entry into force with the International Civil Aviation Organization.

ARTICLE 25: 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 26: ENTRY INTO FORCE

(1) This Agreement shall enter into force on the date of the later note in an exchange of Notes through diplomatic channels between the Contracting Parties, confirming that their respective domestic requirements for bringing the Agreement into force have been complied with.

(2) Pending the entry into force of the Agreement in accordance with paragraph (1) of this Article, the Agreement shall be applied provisionally by the Contracting Parties from the date of its signature.

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

Done at Kigali on this 12 day of.. Sept of the year 2022.

For the Government of the Republic of Rwanda

Dr. Ernest NSABIMANA

Minister of Infrastructure

For the Government of the Republic of Guinea-Bissau

Dr. Aristides Ocante da Silva

Minister of Transportations and Communications

ROUTE SCHEDULE

Section 1:

Routes to be operated by the designated airline(s) of Rwanda

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points	Any Points	Any Points	Any Points

Section 2:

Routes to be operated by the designated airline(s) of Guinea Bissau

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points	Any Points	Any Points	Any Points

NOTES

(1) While operating an agreed service on a specified route, each designated airline may, in addition to the rights specified in Article 2 (Grant of Rights) of this Agreement, on any or all flights and at its option:

(a) operate flights in either or both directions;

(b) combine different flight numbers within one aircraft operation;

(c) serve intermediate and beyond points and points in the territories of the Contracting Parties, including co-terminal points, on the routes in any combination and in any order;

(d) omit stops at any point or points;

(e) transfer traffic, including code-sharing operations, from any of its aircraft to any of its other aircraft at any point on the routes;

(f) serve points behind any point in the territory of the Contracting Party

designating the airline with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services; and

(g) make stopovers at any point whether within or outside the territories of the Contracting Parties;

(2) The designated airline(s) of either Contracting Party shall have the right to terminate its air services in the territory of the other Contracting Party.

(3) The Designated Airlines of each Contracting Party are entitled to exercise full unrestricted fifth freedom traffic rights at any intermediate and/or beyond points of their own choice while operating any type of services (passenger and/or cargo, separately or in combination)

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida nº 012/01 ryo ku wa 26/01/2024 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Guinea Bissau ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 12 Nzeri 2022	**Seen to be annexed to Presidential Order nº 012/01 of 26/01/2024 ratifying the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Republic of Guinea Bissau, signed at Kigali, Rwanda, on 12 September 2022**	**Vu pour être annexé à l'Arreté Présidentiel nº 012/01 du 26/01/2024 ratifiant l'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République de Guinée Bissau, signé à Kigali, au Rwanda, le 12 septembre 2022**

Kigali, 26/01/2024 (sé) **KAGAME Paul** Perezida wa Repubulika President of the Republic Président de la République
(sé) **Dr NGIRENTE Edouard** 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