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Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 64 n'iya 168; Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Kanada yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 25 Kamena 2022; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Kanada yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 25 Kamena 2022, ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2:</u> Ingingo y'ururimi Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168; After consideration of the Agreement between the Government of the Republic of Rwanda and the Government of Canada on Air Transport, signed at Kigali, Rwanda, on 25 June 2022; ADOPTS: <u>Article One:</u> Approval for ratification The Agreement between the Government of the Republic of Rwanda and the Government of Canada on Air Transport, signed at Kigali, Rwanda, on 25 June 2022, in Annex, is approved for ratification. <u>Article 2:</u> Language provision This Law was drafted in English, considered and adopted in Ikinyarwanda.	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168; Après examen de l'Accord sur le transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement du Canada, signé à Kigali, au Rwanda, le 25 juin 2022; ADOpte: <u>Article premier:</u> Approbation pour ratification L'Accord sur le transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement du Canada, signé à Kigali, au Rwanda, le 25 juin 2022, en annexe, est approuvé pour ratification. <u>Article 2:</u> Disposition linguistique La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
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<u>Ingingo ya 3: Gutangira gukurikizwa</u> Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<u>Article 3: Entry into force</u> This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 3: Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 16/12/2025

(sé)

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

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

UMUGEREKA W'ITEGEKO N° 030/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA KANADA YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 25 KAMENA 2022	ANNEX TO LAW N° 030/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF CANADA ON AIR TRANSPORT, SIGNED AT KIGALI, RWANDA, ON 25 JUNE 2022	ANNEXE À LA LOI N° 030/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LE TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU CANADA, SIGNÉ À KIGALI, AU RWANDA, LE 25 JUIN 2022
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AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA KANADA YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 25 KAMENA 2022	AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF CANADA ON AIR TRANSPORT, SIGNED AT KIGALI, RWANDA, ON 25 JUNE 2022	ACCORD SUR LE TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU CANADA, SIGNÉ À KIGALI, AU RWANDA, LE 25 JUIN 2022
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AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND
THE GOVERNMENT OF CANADA
ON AIR TRANSPORT

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AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND
THE GOVERNMENT OF CANADA
ON AIR TRANSPORT

THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF CANADA, hereinafter referred to as the "Contracting Parties",

BEING PARTIES to the *Convention on International Civil Aviation*, done at Chicago on 7 December 1944;

DESIRING to ensure the highest degree of safety and security in international air transportation;

RECOGNIZING the importance of international air transportation in promoting trade, tourism and investment;

DESIRING to promote their interests in respect of international air transportation; and

DESIRING to conclude an agreement on air transport, supplementary to the said Convention;

HAVE AGREED as follows:

ARTICLE 1

Headings & Definitions

1. Headings used in this Agreement are for reference purposes only.
2. For the purpose of this Agreement unless otherwise stated:

"aeronautical authorities" means, in the case of the Republic of Rwanda, the Ministry responsible for Civil Aviation, and, in the case of Canada, the Minister of Transport of Canada and the Canadian Transportation Agency, or, in both cases, any other authority or person empowered to perform the functions exercised by the said authorities;

“agreed services” means scheduled air services on the routes specified in this Agreement for the transport of passengers and cargo, including mail, separately or in combination;

“Agreement” means this Agreement, any Annex attached thereto, and any amendment to this Agreement or to any Annex attached thereto;

“air service”, “international air service” and “airline” shall have the meanings respectively assigned to them in Article 96 of the Convention;

“Convention” means the *Convention on International Civil Aviation*, done at Chicago on 7 December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Convention or of the Annexes under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;

“designated airline” means an airline that has been designated and authorized in accordance with Articles 3 and 4;

“territory” means for each Contracting Party, its land areas (mainland and islands), internal waters and territorial sea as determined by its national law, and includes the air space above these areas.

ARTICLE 2

Grant of Rights

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

- (a) the right to fly across its territory without landing;
- (b) the right to land in its territory for non-traffic purposes; and
- (c) to the extent permitted in this Agreement, the right to make stops in its territory on the routes specified in this Agreement for the purpose of taking up and discharging international traffic in passengers and cargo, including mail, separately or in combination.

2. Each Contracting Party also grants the rights specified in subparagraphs 1(a) and (b) to airlines of the other Contracting Party, other than those designated under Article 3.

3. Paragraph 1 shall not be interpreted as granting to a Contracting Party the right for its designated airlines to take up, in the territory of the other Contracting Party, passengers 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

Each Contracting Party shall have the right to designate, by diplomatic note, an airline or airlines to operate the agreed services on the routes specified in this Agreement for that Contracting Party and to withdraw a designation or to substitute another airline for one previously designated.

ARTICLE 4

Authorization

1. Following receipt of a notice of designation or of substitution pursuant to Article 3 of this Agreement, the aeronautical authorities of the other Contracting Party shall, consistent with the laws and regulations of that Contracting Party, issue without delay to the airline so designated the required authorizations to operate the agreed services for which that airline has been designated.

2. The Contracting Parties confirm that, upon receipt of that authorization, the designated airline may begin at anytime to operate the agreed services, in whole or in part, provided that the airline complies with the provisions of this Agreement.

ARTICLE 5

Withholding, Revocation, Suspension and Limitation of Authorization

1. Notwithstanding paragraph 1 of Article 4, each Contracting Party shall have the right, through its aeronautical authorities, to withhold the authorizations referred to in Article 4 with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on those authorizations, temporarily or permanently in any of the following circumstances:

- a) the airline fails to qualify under the laws and regulations normally applied by the aeronautical authorities of the Contracting Party issuing the authorizations;
- b) the airline fails to comply with the laws and regulations of the Contracting Party issuing the authorizations;
- c) the Contracting Party issuing the authorizations is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or its nationals; or
- d) the airline fails to operate in a manner consistent with the conditions set out in this Agreement.

2. The rights specified in paragraph 1 may only be exercised after consultations between the aeronautical authorities of the Contracting Parties are held in accordance with Article 20, 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 7 or 8.

ARTICLE 6

Application of Laws

- I. Each Contracting Party shall require compliance with:
 - a) its laws, regulations and procedures relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of that aircraft, by the designated airlines of the other Contracting Party upon entrance into, departure from and while within the said territory; and
 - b) its laws and regulations relating to the admission to, remaining in, or departure from its territory of passengers, crew members and cargo including mail (such as regulations relating to entry, clearance, transit, aviation security, immigration, passports, customs and quarantine) by the designated airlines of the other Contracting Party and by or on behalf of those passengers and crew members, and applicable to the cargo including mail carried by the designated airlines of the other Contracting Party, upon transit of, admission to, departure from and while within the said territory.
2. In the application of those laws and regulations, a Contracting Party shall, under similar circumstances, accord to the designated airlines of the other Contracting Party treatment no less favourable than that accorded to its own or any other airline engaged in similar international air services.

ARTICLE 7

Safety Standards, Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences, issued or rendered valid by the aeronautical authorities of a Contracting Party and still in force, shall be recognized as valid by the aeronautical authorities of the other Contracting Party for the purpose of operating the agreed services provided that those certificates or licences were issued or rendered valid pursuant to, and in conformity with, as a minimum, the standards established under the Convention. The aeronautical authorities of each Contracting Party may, however, 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.
2. If the privileges or conditions of the certificates or licences referred to in paragraph 1, issued by the aeronautical authorities of a Contracting Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, permit a difference from the minimum standards established under the Convention, and the difference has been filed with the International Civil Aviation Organization, the other Contracting Party may request consultations between the aeronautical authorities of the Contracting Parties in conformity with Article 20 with a view to clarifying the practice in question.
3. Consultations concerning the safety standards and requirements maintained and administered by the aeronautical authorities of the other Contracting Party relating to aeronautical facilities, crew members, aircraft, and operation of the designated airlines shall be held within fifteen (15) days of receipt of a request from a Contracting Party, or such other period as may be mutually determined by the Contracting Parties. If, following those consultations, the aeronautical authorities of a Contracting Party find that the aeronautical authorities of the other Contracting Party do not effectively maintain and administer safety standards and requirements in these areas that are at least equal to the minimum standards established pursuant to the Convention, the aeronautical authorities of the other Contracting Party shall be notified of those findings and the steps considered necessary to conform with these minimum standards. Failure to take appropriate corrective action within fifteen (15) days, or such other period as may be accepted by the aeronautical authorities of the Contracting Party that made the findings, shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the designated airlines of the other Contracting Party.

4. Pursuant to Article 16 of the Convention, each Contracting Party accepts that any aircraft operated by or, where approved, on behalf of, an airline of a Contracting Party, may, while within the territory of the other Contracting Party, be the subject of an examination by the aeronautical authorities of the other Contracting Party, on board and around the aircraft to verify the validity of the relevant aircraft documents and those of its crew members and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided that ramp inspection does not cause an unreasonable delay in the operation of the aircraft.

5. If the aeronautical authorities of a Contracting Party, after carrying out a ramp inspection, find 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; and/or
- (b) there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the aeronautical authorities of that Contracting Party may, for the purposes of Article 33 of the Convention and at their discretion, determine that the requirements under which the certificates or licences in respect of that aircraft or its crew members 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. This same determination may be made in the case of denial of access for ramp inspection.

6. The aeronautical authorities of each Contracting Party shall have the right, without consultation, to withhold, revoke, suspend or impose conditions on the authorizations of an airline of the other Contracting Party in the event the aeronautical authorities of the first Contracting Party conclude that immediate action is essential to the safety of airline operations.

7. The aeronautical authorities of a Contracting Party shall discontinue any action taken in accordance with paragraphs 3 or 6 once the basis for that action ceases to exist.

ARTICLE 8

Aviation Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, done at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, done at The Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation*, done at Montreal on 23 September 1971, the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation*, done at Montreal on 24 February 1988, and the *Convention on the Marking of Plastic Explosives for the Purpose of Detection*, done at Montreal on 1 March 1991 and any other multilateral agreement governing aviation security binding upon the Contracting Parties.
3. The Contracting Parties shall provide on request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of that aircraft, their passengers and crew members, airports and air navigation facilities, and any other threat to the security of civil aviation.
4. The Contracting Parties shall 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 those security provisions are applicable to the Contracting Parties; they shall require operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in their territory, and operators of airports located in their territory to act in conformity with those aviation security provisions. Accordingly, each Contracting Party, upon request, shall provide the other Contracting Party with notification of any difference between its national laws, regulations and practices and the aviation security standards of the Annexes referred to in this paragraph. A Contracting Party may at any time request consultations, to be held without delay, with the other Contracting Party to discuss any such differences.

5. Each Contracting Party accepts that its aircraft operators may be required to observe the aviation security provisions referred to in paragraph 4 required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect aircraft and to inspect passengers, crew members, carry-on items, baggage, cargo, mail and aircraft stores prior to and during boarding and loading.
6. Each Contracting Party shall, as far as may be practicable, meet any request from the other Contracting Party for reasonable special security measures to address a particular threat. These special security measures shall remain in effect until alternative equivalent measures have been accepted by the Contracting Party requesting the measures.
7. Each Contracting Party shall have the right, within sixty (60) days following the serving of a notice, for its aeronautical authorities to conduct an assessment in the territory of the other Contracting 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 Contracting Party. The administrative arrangements, including the setting of specific dates for the conduct of assessments, shall be mutually determined between the aeronautical authorities of both Contracting Parties and applied without delay to ensure that assessments will be conducted expeditiously.
8. If an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of the aircraft, their passengers and crew members, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and taking other appropriate measures intended to rapidly and safely terminate that incident or threat thereof.
9. If a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, it may request consultations. Those consultations shall start within fifteen (15) days of receipt of a request. Failure to reach a satisfactory arrangement within fifteen (15) days from the start of consultations shall constitute grounds for the Contracting Party that requested the consultations to withhold, revoke, suspend or impose conditions on the authorizations of the designated airlines of the other Contracting Party. If justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the Contracting Party that believes that the other Contracting Party has departed from the provisions of this Article may take interim action at anytime.

ARTICLE 9

Customs Duties and Other Charges

1. Each Contracting Party shall, to the fullest extent possible under its national laws and regulations, on a basis of reciprocity, exempt the designated airlines of the other Contracting Party from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including liquor, tobacco and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use or used solely in connection with the operation or servicing of aircraft of those airlines as well as printed ticket stock, air waybills, any printed material that bears the insignia of the company printed thereon and usual publicity material distributed without charge by those airlines.

2. The exemptions granted with respect to items listed in paragraph 1 shall apply when those items are:

- (a) introduced into the territory of a Contracting Party by or on behalf of a designated airline of the other Contracting Party;
- (b) retained on board aircraft of a designated airline of a Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or
- (c) taken on board aircraft of a designated airline of a Contracting Party in the territory of the other Contracting Party,

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

3. Regular airborne equipment, as well as materials and supplies normally retained on board the aircraft of a designated airline of a 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 that 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 the customs regulations applicable in the territory of the other Contracting Party.

4. Each Contracting Party shall exempt baggage and cargo in direct transit across its territory from customs duties and other similar charges.

ARTICLE 10

Statistics

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

ARTICLE 11

Tariffs

1. For the purposes of this Article:
 - (a) "tariff" means a publication containing prices and general terms and conditions of carriage related to the air transportation of passengers and their baggage and cargo but excluding remuneration and conditions for the carriage of mail;
 - (b) "price" means any fare, rate or charge (including frequent flyer plans or other benefits provided in association with air transportation) for the carriage of passengers (including their baggage) or cargo (excluding mail) and the conditions directly governing the availability or applicability of the fare, rate or charge;
 - (c) "general terms and conditions of carriage" means those terms and conditions that are broadly applicable to the air transportation and not directly related to any price.

2. Recognizing that the primary consideration for establishing prices for transportation on the agreed services is market forces, the Contracting Parties shall permit the tariffs referred to in this Article to be developed by the designated airlines individually or, at the option of the designated airlines, through coordination with each other or with other airlines. A designated airline shall be responsible only to its own aeronautical authorities for the justification of its prices.
3. The Contracting Parties shall not require designated airlines to file prices for transportation between each other's territory with their aeronautical authorities. Each Contracting Party may require designated airlines of the other Contracting Party to provide immediate access, on request, to information on prices to its aeronautical authorities in a manner and format acceptable to those aeronautical authorities.
4. The Contracting Parties shall, tacitly or explicitly, permit prices for transportation between each other's territory to come into and remain in effect unless the aeronautical authorities of both Contracting Parties are dissatisfied.
5. If the aeronautical authorities of a Contracting Party are dissatisfied with a price for transportation between each other's territory, they shall so notify the aeronautical authorities of the other Contracting Party and the designated airline concerned. The aeronautical authorities receiving the notice of dissatisfaction shall acknowledge the notice and indicate their concurrence or disagreement with it within ten (10) working days of receipt of the notice. The aeronautical authorities of both Contracting Parties shall cooperate in securing information necessary for the consideration of a price on which a notice of dissatisfaction has been given. If the aeronautical authorities of the other Contracting Party have indicated their concurrence with the notice of dissatisfaction, the aeronautical authorities of both Contracting Parties shall take immediate action to ensure that the price is withdrawn and no longer charged.
6. Each Contracting Party may require a designated airline of the other Contracting Party to file prices for transportation between its territory and third countries. Such filing shall be required not more than thirty (30) days before the proposed effective date.
7. A price for carriage by a designated airline of a Contracting Party between the territory of the other Contracting Party and a third country shall not be lower than the lowest publicly available lawful price for scheduled international air services offered by the airlines of the other Contracting Party in that market, unless otherwise authorized by the aeronautical authorities of that other Contracting Party.

8. Any designated airline of a Contracting Party shall have the right to match any publicly available lawful price of the airlines of the other Contracting Party on scheduled services between the territory of the other Contracting Party and any third country. The aeronautical authorities of the other Contracting Party may require the designated airline proposing the price to provide satisfactory evidence of the availability of the price being matched and of the consistency of matching with the requirements of this Article. A price introduced for matching purposes shall remain in effect only for the period of availability of the price being matched.

9. The aeronautical authorities of each Contracting Party may request technical discussions on prices at anytime. Unless otherwise jointly decided by the aeronautical authorities, these discussions shall take place no later than ten (10) working days following the receipt of the request.

10. General terms and conditions of carriage shall be subject to each Contracting Party's national laws and regulations. Each Contracting Party may require notification to or filing with its aeronautical authorities of any general terms and conditions of carriage of a designated airline not more than thirty (30) days before the proposed effective date. If a Contracting Party takes action to disapprove any terms or conditions, it shall promptly inform the other Contracting Party and the designated airline concerned.

11. The Contracting Parties may require that the designated airlines make full information on prices and general terms and conditions of carriage available to the general public.

ARTICLE 12

Availability of Airports and Aviation Facilities and Services

Each Contracting Party shall ensure that airports, airways, air traffic control and air navigation services, aviation security, and other related facilities and services that are provided in its territory shall be available for use by the airlines of the other Contracting Party on terms no less favourable than the most favourable terms available to any other airline at the time arrangements for use are made.

ARTICLE 13

Charges for Airports and Aviation Facilities and Services

1. For the purposes of this Article, "user charge" means a charge imposed on airlines for the provision of airport, air navigation, or aviation safety or security facilities or services including related services and facilities.

2. Each Contracting Party shall ensure that user charges that may be imposed by its competent charging authorities or bodies on the airlines of the other Contracting Party for the use of air navigation and air traffic control services shall be just, reasonable, and not unjustly discriminatory.

In any event, any such user charges shall be imposed on terms not less favourable than the most favourable terms available to any other airline.

3. Each Contracting Party shall ensure that user charges that may be imposed by its competent charging authorities or bodies on the airlines of the other Contracting Party for the use of airport, aviation security and related facilities and services shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be imposed on terms not less favourable than the most favourable terms available to any other airline at the time the charges are assessed.

4. Each Contracting Party shall ensure that user charges imposed under paragraph 3 on the 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, aviation security and related facilities and services at the airport or within the airport system. Those charges 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.

5. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines or their representative bodies using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines or their representative bodies 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 2, 3 and 4. 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.

6. A Contracting Party shall not be held, in dispute resolution procedures pursuant to Article 22, to be in breach of a provision of this Article, unless:

- (a) 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
- (b) 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 14

Capacity

1. Each Contracting Party shall allow a fair and equal opportunity for the designated airlines of both Contracting Parties to provide the agreed services on the routes specified in this Agreement.

2. Each Contracting Party shall allow any designated airline of the other Contracting Party to determine the frequency and capacity of the agreed services it offers based on the airline's commercial considerations in the marketplace. Therefore, neither Contracting Party shall unilaterally impose any restriction with respect to capacity, frequency, or type of aircraft on a designated airline selling transportation under its own code on flights operated by another airline. Neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or of the aircraft type or types operated by the designated airline of the other Contracting Party, except as may be required for customs and other government inspection services, technical, or operational reasons under uniform conditions consistent with Article 15 of the Convention.

3. The aeronautical authorities of the Contracting Parties may require, for information purposes, the filing of schedules or timetables not later than ten (10) days, or such lesser period as those authorities may require, prior to the operation of new or revised services. If the aeronautical authorities of a Contracting Party require filings for information purposes, they shall minimize the administrative burden of filing requirements and procedures on the designated airlines of the other Contracting Party.

ARTICLE 15

Airline Representatives

1. Each Contracting Party shall permit:
 - (a) the designated airlines of the other Contracting Party, on the basis of reciprocity, to bring into and to maintain in its territory their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services; and
 - (b) these staff requirements at the option of the designated airlines of the other Contracting Party, to be satisfied by their own personnel or, by using the services of any other organization, company or airline operating in its territory and authorized to perform such services for other airlines.
2. Each Contracting Party shall:
 - (a) with the minimum of delay and consistent with its laws and regulations, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1; and
 - (b) facilitate and expedite the issuance of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.

ARTICLE 16

Ground Handling

1. Each Contracting Party shall permit the designated airlines of the other Contracting Party when operating in its territory:

- (a) on the basis of reciprocity, to perform their own ground handling in its territory and, at their option, to have ground handling services provided in whole or in part by any agent authorized by its competent authorities to provide such services; and
- (b) to provide ground handling services for other airlines operating at the same airport.

2. The exercise of the rights set forth in subparagraphs 1(a) and (b) shall be subject only to physical or operational constraints resulting from considerations of airport safety or security. Any such constraints shall be applied uniformly and on terms no less favourable than the most favourable terms available to any airline engaged in similar international air services at the time the constraints are imposed.

ARTICLE 17

Sales and Transfer of Funds

Each Contracting Party shall permit the designated airlines of the other Contracting Party:

- (a) to engage in the sale of air transportation in its territory directly or, at the discretion of the designated airlines, through their agents and to sell transportation in the currency of that territory or, at the discretion of the designated airlines, in freely convertible currencies of other countries, and any person shall be free to purchase transportation in currencies accepted by those airlines;
- (b) to convert and remit abroad, on demand, funds obtained in the normal course of their operations. Conversion and remittance shall be permitted without restriction or delay at the foreign exchange market rates for current payments prevailing at the time of submission of the request for transfer, and shall not be subject to any charges except normal service charges collected by banks for those transactions; and

- (c) to pay local expenses, including purchases of fuel, in its territory in local currency, or at the discretion of the designated airlines, in freely convertible currencies.

ARTICLE 18

Taxation

1. Profits or income from the operation of aircraft in international traffic derived by an airline of a Contracting Party, including participation in inter-airline commercial agreements or joint business ventures, shall be exempt from any tax on profits or income imposed by the other Contracting Party.
2. Capital and assets of an airline of a Contracting Party pertaining to the operation of aircraft in international traffic shall be exempt from any tax on capital and assets imposed by the other Contracting Party.
3. Gains from the alienation of aircraft operated in international traffic and movable property pertaining to the operation of such aircraft derived by an airline of a Contracting Party shall be exempt from any tax on gains imposed by the other Contracting Party.
4. For the purposes of this Article:
 - (a) the term "profits or income" includes gross receipts and revenues derived directly from the operation of aircraft in international traffic, including:
 - (i) the charter or rental of aircraft;
 - (ii) the sale of air transportation, either for the airline itself or for any other airline; and
 - (iii) interest on sums generated directly from the operation of aircraft in international traffic provided that the interest is incidental to the operation;
 - (b) the term "international traffic" means the transportation of persons and/or cargo, including mail, except where the transportation is principally between points in the territory of a Contracting Party; and

- (c) the term "airline of a Contracting Party" means, in the case of the Republic of Rwanda, an airline resident in the Republic of Rwanda for purposes of income taxation and, in the case of Canada, an airline resident in Canada for purposes of income taxation.
5. This Article shall not have effect when an agreement for the avoidance of double taxation with respect to taxes on income is in effect between the two Contracting Parties.

ARTICLE 19

Applicability to Charter/Non-scheduled Flights

1. The provisions set out in Articles 6 (Application of Laws), 7 (Safety Standards, Certificates and Licences), 8 (Aviation Security), 9 (Customs Duties and Other Charges), 10 (Statistics), 12 (Availability of Airports and Aviation Facilities and Services), 13 (Charges for Airports and Aviation Facilities and Services), 15 (Airline Representatives), 16 (Ground Handling), 17 (Sales and Transfer of Funds), 18 (Taxation) and 20 (Consultations) of this Agreement apply as well to charters and other non-scheduled flights operated by the air carriers of a Contracting Party into or from the territory of the other Contracting Party and to the air carriers operating those flights.
2. The provisions of paragraph 1 shall not affect national laws and regulations governing the authorization of charters or non-scheduled flights or the conduct of air carriers or other parties involved in the organization of those operations.

ARTICLE 20

Consultations

A Contracting Party may at any time request, through diplomatic channels, consultations on the implementation, interpretation, application or amendment of this Agreement or compliance with this Agreement. Those consultations, which may be between aeronautical authorities of the Contracting Parties, shall begin within a period of sixty (60) days from the date the other Contracting Party receives a written request, unless otherwise mutually determined by the Contracting Parties or unless otherwise provided for in this Agreement.

ARTICLE 21

Amendment

Any amendment to this Agreement mutually determined pursuant to consultations held in conformity with Article 20 shall come into force on the date of the last written notification, through diplomatic channels, by which the Contracting Parties shall have notified each other that all necessary internal procedures for entry into force of the amendment have been completed.

ARTICLE 22

Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by consultations held in conformity with Article 20.
2. If the dispute is not resolved within 60 days of the commencement of consultations pursuant to Article 20, the Contracting Parties may jointly decide to refer the dispute for decision to a person or body, or a Contracting Party may submit the dispute for decision to a Tribunal of three arbitrators, one to be named by each Contracting Party and the third to be jointly decided upon by the two arbitrators. Each of the Contracting Parties shall designate an arbitrator within a period of sixty (60) days from the date of receipt by a Contracting Party from the other of a written notice through diplomatic channels requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to designate an arbitrator within the period specified, or if the third arbitrator is not jointly decided upon within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice-President who is not disqualified on that ground, shall make the appointment. In all cases the third arbitrator shall be a national of a third State, shall act as President of the Tribunal and shall determine the place where arbitration will be held.
3. The Contracting Parties shall comply with any decision given under paragraph 2.
4. The expenses of the Tribunal shall be shared equally between the Contracting Parties.

5. If and so long as either Contracting Party fails to comply with any decision given under paragraph 2, the other Contracting Party may limit, withhold or revoke any rights or privileges that it has granted by virtue of this Agreement to the Contracting Party in default or to the designated airline in default.

ARTICLE 23

Termination

A Contracting Party may at any time from the entry into force of this Agreement give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. That notice shall be communicated simultaneously to the International Civil Aviation Organization. This Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual consent of the Contracting Parties before the expiry of this period. In the absence of an acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 24

Registration with International Civil Aviation Organization

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

ARTICLE 25

Multilateral Conventions

If a multilateral convention comes into force in respect of both Contracting Parties, consultations may be held in accordance with Article 20 with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention.

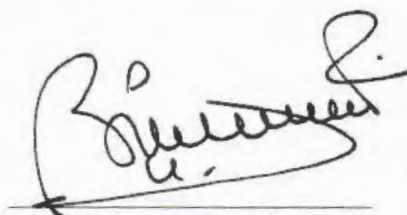
ARTICLE 26

Entry into Force

This Agreement shall enter into force on the date of the last written notification, through diplomatic channels, by which the Contracting Parties have notified each other that all necessary internal procedures for entry into force of this Agreement have been completed.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective governments, have signed this Agreement.

DONE in duplicate at *Kigali* on this *25* day of *June* 2022, in the English and French languages, each version being equally authentic.



FOR THE GOVERNMENT
OF THE REPUBLIC OF RWANDA



FOR THE GOVERNMENT
OF CANADA

ANNEX

ROUTE SCHEDULE

Code sharing services may be operated on the following applicable routes with traffic rights and operational flexibilities identified in the associated Notes.

SECTION I

The following route shall be available for the operation of code sharing services in either or both directions by airlines designated by the Government of Canada:

POINTS IN CANADA	INTERMEDIATE POINTS	POINTS IN RWANDA	POINTS BEYOND
Any point(s)	Any point(s)	Any point(s)	Any point(s)

Notes:

1. Points in Rwanda may be served separately or in combination on the same service.
2. Any Intermediate Points, Points in Rwanda and/or Points Beyond may be omitted on any or all services, provided that all services originate or terminate in Canada.
3. Transit and own stopover rights shall be available at Intermediate Points and at Points in Rwanda. Stopover rights shall not be available between Points in Rwanda.

4. (1) Subject to the regulatory requirements normally applied to such operations by the aeronautical authorities of Rwanda, the Government of the Republic of Rwanda grants the right for designated airlines of Canada to enter into cooperative arrangements for the purposes of allowing multiple airline codes on single flights and specifically to hold-out the agreed services on the specified routes by code-sharing (i.e. selling transportation under its own code) on flights operated by any airlines of Canada, of Rwanda, and/or of any third countries.
- (2) All airlines involved in code-sharing arrangements shall hold the appropriate underlying route authority to provide air services to and from Rwanda.
- (3) Code-sharing services by each designated airline of Canada involving transportation between the Points in Rwanda shall be restricted to flights operated by airlines authorized by the aeronautical authorities of Rwanda to provide services between the Points in Rwanda. All transportation between the Points in Rwanda under the code of each designated airline of Canada shall only be available as part of an international journey.
- (4) The aeronautical authorities of Rwanda may require designated airlines of Canada to apply for authorization prior to the operation of the proposed code-sharing services
- (5) The aeronautical authorities of Rwanda shall not withhold permission for designated airlines of Canada to operate code-sharing services on flights operated by airlines of any third countries or for any third country airlines operating flights to/from Rwanda to carry traffic under the codes of the designated airlines of Canada on the basis that (i) the airlines operating the flights are not appropriately authorized or (ii) air services arrangements between Rwanda and the countries of the airlines operating the flights do not provide or permit code sharing.

- (6) The aeronautical authorities of both Contracting Parties may require all participants in code-sharing arrangements to ensure that passengers are fully informed of the identity of the operator and the mode of transportation for each segment of the journey.
- (7) For the purpose of code-sharing services, airlines shall be permitted to transfer traffic between aircraft without limitation.

SECTION II

The following route shall be available for the operation of code sharing services in either or both directions by airlines designated by the Government of the Republic of Rwanda:

POINTS IN RWANDA	INTERMEDIATE POINTS	POINTS IN CANADA	POINTS BEYOND
Any point(s)	Any point(s)	Any point(s)	Any point(s)

Notes:

1. Points in Canada may be served separately or in combination on the same service.
2. Any Intermediate Points, Points in Canada and/or Points Beyond may be omitted on any or all services, provided that all services originate or terminate in Rwanda.
3. Transit and own stopover rights shall be available at Intermediate Points and at Points in Canada. Stopover rights shall not be available between Points in Canada.
4. (1) Subject to the regulatory requirements normally applied to such operations by the aeronautical authorities of Canada, the Government of Canada grants the right for designated airlines of Rwanda to enter into cooperative arrangements for the purposes of allowing multiple airline codes on single flights and specifically to hold-out the agreed services on the specified routes by code-sharing (i.e. selling transportation under its own code) on flights operated by any airlines of Rwanda, of Canada, and/or of any third countries.

- (2) All airlines involved in code-sharing arrangements shall hold the appropriate underlying route authority to provide air services to and from Canada.
- (3) Code-sharing services by each designated airline of Rwanda involving transportation between the Points in Canada shall be restricted to flights operated by airlines authorized by the aeronautical authorities of Canada to provide services between the Points in Canada. All transportation between the Points in Canada under the code of each designated airline of Rwanda shall only be available as part of an international journey.
- (4) The aeronautical authorities of Canada may require designated airlines of Rwanda to apply for authorization prior to the operation of the proposed code-sharing services.
- (5) The aeronautical authorities of Canada shall not withhold permission for designated airlines of Rwanda to operate code-sharing services on flights operated by airlines of any third countries or for any third country airlines operating flights to/from Canada to carry traffic under the codes of the designated airlines of Rwanda on the basis that (i) the airlines operating the flights are not appropriately authorized or (ii) air services arrangements between Canada and the countries of the airlines operating the flights do not provide or permit code sharing.
- (6) The aeronautical authorities of both Contracting Parties may require all participants in code-sharing arrangements to ensure that passengers are fully informed of the identity of the operator and the mode of transportation for each segment of the journey.
- (7) For the purpose of code-sharing services, airlines shall be permitted to transfer traffic between aircraft without limitation.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 030/2025 ryo ku wa 16/12/2025 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Kanada yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 25 Kamena 2022	Seen to be annexed to Law n° 030/2025 of 16/12/2025 approving the ratification of the Agreement between the Government of the Republic of Rwanda and the Government of Canada on Air Transport, signed at Kigali, Rwanda, on 25 June 2022	Vu pour être annexé à la Loi n° 030/2025 du 16/12/2025 approuvant la ratification de l'Accord sur le transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement du Canada, signé à Kigali, au Rwanda, le 25 juin 2022
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Kigali, 16/12/2025

(sé)

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

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

ITEGEKO N° 031/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA Y’UBWAMI BWA ESWATINI YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I RIYADH, MURI ARABIYA SAWUDITE, KU WA 04 UKUBOZA 2023 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu <u>Ingingo ya 2:</u> Ingingo y’ururimi <u>Ingingo ya 3:</u> Gutangira gukurikizwa	LAW N° 031/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF ESWATINI, SIGNED AT RIYADH, SAUDI ARABIA, ON 04 DECEMBER 2023 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Approval for ratification <u>Article 2:</u> Language provision <u>Article 3:</u> Entry into force	LOI N° 031/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L’ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME D’ESWATINI, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 04 DÉCEMBRE 2023 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Approbation pour ratification <u>Article 2 :</u> Disposition linguistique <u>Article 3 :</u> Entrée en vigueur
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Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 64 n'iya 168; Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Eswatini yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Riyadh, muri Arabiya Sawudite, ku wa 04 Ukuboza 2023; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Eswatini yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Riyadh, muri Arabiya Sawudite, ku wa 04 Ukuboza 2023, ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2:</u> Ingingo y'ururimi Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168; After consideration of the Bilateral Air Services Agreement between Government of the Republic of Rwanda and the Government of the Kingdom of Eswatini, signed at Riyadh, Saudi Arabia, on 04 December 2023; ADOPTS: <u>Article One:</u> Approval for ratification The Bilateral Air Services Agreement between Government of the Republic of Rwanda and the Government of the Kingdom of Eswatini, signed at Riyadh, Saudi Arabia, on 04 December 2023, in Annex, is approved for ratification. <u>Article 2:</u> Language provision This Law was drafted in English, considered and adopted in Ikinyarwanda.	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168; Après examen de l'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume d'Eswatini, signé à Riyad, en Arabie Saoudite, le 04 décembre 2023; ADOpte: <u>Article premier:</u> Approbation pour ratification L'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume d'Eswatini, signé à Riyad, en Arabie Saoudite, le 04 décembre 2023, en annexe, est approuvé pour ratification. <u>Article 2:</u> Disposition linguistique La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
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<u>Ingingo ya 3: Gutangira gukurikizwa</u> Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<u>Article 3: Entry into force</u> This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 3: Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 16/12/2025

(sé)

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

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

UMUGEREKA W'ITEGEKO N° 031/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA ESWATINI YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I RIYADH, MURI ARABIYA SAWUDITE, KU WA 04 UKUBOZA 2023	ANNEX TO LAW N° 031/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF ESWATINI, SIGNED AT RIYADH, SAUDI ARABIA, ON 04 DECEMBER 2023	ANNEXE À LA LOI N° 031/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME D'ESWATINI, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 04 DÉCEMBRE 2023
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AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA ESWATINI YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I RIYADH, MURI ARABIYA SAWUDITE, KU WA 04 UKUBOZA 2023	BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF ESWATINI, SIGNED AT RIYADH, SAUDI ARABIA, ON 04 DECEMBER 2023	ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME D'ESWATINI, SIGNÉ À RIYAD, EN ARABIE SAOUDITE, LE 04 DÉCEMBRE 2023
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BILATERAL AIR SERVICES

AGREEMENT

BETWEEN

THE GOVERNMENT OF
THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF
THE KINGDOM OF ESWATINI

PREAMBLE

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PREAMBLE

The Government of the Republic of Rwanda and the Government of the Kingdom of Eswatini (hereinafter jointly referred to as the "Contracting Parties" and in the singular as a "Contracting Party");

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

BEING parties to the Yamoussoukro Decision relating to the implementation of the Yamoussoukro Declaration concerning the liberalisation of Access to Air Transportation markets in Africa on 14 November 1999 as endorsed by the African Union (AU) Heads of States in July 2000; and

DESIRING to promote an international aviation system based on the competition among airlines in the marketplace and to facilitate the expansion of international air services opportunities;

Recognizing that effective international and competitive international air services enhance trade, the welfare of consumers, and economic growth;

DESIRING to make it possible for airlines to offer the travelling and shipping public a variety of service options at prices that are not discriminatory and do not represent abuse of dominant position and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

ACKNOWLEDGING the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of the two countries; and

DESIRING to ensure the highest degree of safety and security in the 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.

HEREBY AGREE as follows:

ARTICLE 1
DEFINITIONS

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

"Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes -

- (a) any Annex or any amendment thereto adopted in terms of Article 90 of the Convention, insofar as such Annex or amendment is binding on the Contracting Parties; and
- (b) any amendment which has entered into force in terms of Article 94(a) of the Convention and has been ratified by the Contracting Parties in terms of their applicable domestic law;

"Abuja Treaty" means the Treaty Establishing the African Economic Community adopted at Abuja, Nigeria on the 3rd day of June 1991 and which entered into force on 12 May 1994;

"aeronautical authority" means, in the case of the Republic of Rwanda, the Minister responsible for civil aviation and, in the case of the Kingdom of Eswatini, the Minister responsible for civil aviation, or in either case any person or body authorised to perform any particular function provided for in this Agreement;



"agreed services" means a scheduled international air service on the routes specified in the Annex to this Agreement for the transport of passengers, baggage, cargo and mail in accordance with agreed capacity entitlements;

"Agreement" means this Agreement, the Annex thereto and any amendments to the Agreement or to the Annex;

"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;

"Countries bound by the Yamoussoukro Decision" means:

- The African States signatory to the Abuja Treaty and who have not filed formal notification to withdraw from the Yamoussoukro Decision; and
- any other African country which, though not a party to the said Treaty, has declared in writing its intention to be bound by the Yamoussoukro Decision;

"designated airline" means one or more airlines designated and authorised in accordance with Article 4 of this Agreement;

"regular equipment" means an article, other than stores and spare parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment;

"spare part" means an article of a repair or replacement nature for incorporation in an aircraft;

"Code sharing" means a commercial arrangement between airlines whereby one airline sells seats, under its own name by use of the designator code, on another airlines's flight.

"specified route" means a route specified in the Annex to this Agreement;

"tariff" means the prices to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions of agency and other auxiliary services, but excluding remuneration and conditions for carriage of mail;

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

"user charge" means a charge made to airlines for the provision for aircraft, their crews and passengers of airport and air navigation facilities, including related services and facilities; and

"Yamoussoukro Decision" means the "Decision Relating to the Implementation of the Yamoussoukro Declaration Concerning the Liberalisation of Access to Air Transport Markets in Africa" adopted by the Assembly of Heads of States and Government in Lome, Togo, on 12 July 2000.

ARTICLE 2

GRANT OF RIGHTS

- (1) Each Contracting Party shall grant to the other Contracting Party the rights provided for in this Agreement to enable its designated airline to establish and operate international air services on the routes specified in the Annex.
- (2) On receipt of a designation, referred to in Article 3(1), the aeronautical authorities of the Contracting Party who designates, shall grant without delay to a designated airline the appropriate operating authorisation for the agreed services in consideration with the domestic law of its country.

- (3) Subject to the provisions of this Agreement, the designated airline of each Contracting Party shall have the right-
- (a) to fly across the territory of the other Contracting Party without landing;
 - (b) to make stops in that territory for non-traffic purposes; and
 - (c) to land in the territory of the other Contracting Party for the purpose of taking on board and discharging traffic in passengers, baggage, cargo and mail while operating an agreed service.
 - d) to land in the territory of the other Contracting Party for the purpose of taking on board and discharging passengers, baggage, cargo or mail in the territory of the first State, traffic coming from or destined to a third State.
- (4) The airlines of each Contracting Party, other than those designated in terms of Article 3, shall also have the rights provided for in paragraphs (a) and (b) of sub-Article (3).
- (5) Nothing in sub-Article (3) shall confer on a designated airline of a Contracting Party the right of taking on board in the territory of the other Contracting Party, passengers, baggage, cargo and mail, carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.
- (6) If because of armed conflict, political disturbances or developments, or special and unusual circumstances, a designated airline of a Contracting Party is unable to operate a service on its normal routes, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of such routes, including the temporary granting of alternative rights, as mutually decided by the Contracting Parties.

ARTICLE 3
DESIGNATION AND AUTHORISATION

- (1) Each Contracting Party shall have the right to designate in writing, through the diplomatic channel, to the other Contracting Party one or more airlines to operate the agreed services on the specified routes and to withdraw or alter in writing through the diplomatic channel, any designation of an airline.
- (2) The agreed services may begin at any time, in whole or in part, but not before-
 - (a) the Contracting Party to whom the rights have been granted shall have designated an airline for the specified route pursuant to sub-Article (1);
 - (b) the Contracting Party granting the rights shall have given, with the least possible delay and subject to Article 4, the appropriate operating authorisation to the airline concerned; and
 - (c) a timetable has been filed in accordance with Article 12.
- (3) For the purpose of granting the appropriate operating authorisation provided for in sub-Article (2), the aeronautical authority of a Contracting Party may require the designated airline of the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the domestic law in force in their respective countries normally applied to the operation of international air services by such authorities in conformity with the provisions of the Convention and illegibility criteria as defined in the Yamoussoukro Decision.

ARTICLE 4
WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORISATION

- (1) The aeronautical authority of a Contracting Party shall, in respect of a

designated airline of the other Contracting Party, have the right to withhold the authorisation referred to in Article 3, to revoke or suspend such authorisation or impose conditions, temporarily or permanently at any time in the event-

- (a) of failure by such airline to qualify in terms of or to comply with the domestic laws in force in their respective countries normally applied by the aeronautical authority of the Contracting Party in conformity with the Convention;
 - (b) that the aeronautical authorities of the first Contracting Party are not satisfied that the said airline is incorporated and has its principal place of business in the territory of the Contracting Party designating it, and holds appropriate operating authorisation issued by the Contracting Party designating the airline; or
 - (c) that such airline fails to operate in accordance with the conditions prescribed in this Agreement.
- (2) Unless immediate action is essential to prevent further infringement of the laws referred to above, the rights enumerated in sub-Article (1) shall be exercised only after consultations in accordance with Article 17 with the aeronautical authority of the other Contracting Party.

ARTICLE 5

APPLICATION OF DOMESTIC LAW

- (1) The domestic law in force in the territory of a Contracting Party relating to the admission to, sojourn in, or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft, shall be applied to the aircraft of a designated airline of the other Contracting Party upon its entry into, departure from and while within the territory of the

first Contracting Party.

- (2) The domestic law in force in the territory of a Contracting Party relating to the admission to, sojourn in, and departure from its territory of passengers, baggage, crew, cargo or mail of aircraft, including laws and regulations relating to entry, clearance, aviation security, immigration, passports, customs, 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, cargo or mail of the designated airline of the other Contracting Party upon entry into or departure from and while within the territory of the first Contracting Party.
- (3) Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, except in respect of security measures, narcotics control or in special circumstances, be subject to no more than a simplified control.
- (4) Neither Contracting Party may grant any preference to its own or any other airline over the designated airline of the other Contracting Party in the application of domestic law referred to in this Article.

ARTICLE 6

AVIATION SAFETY

- (1) A Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party relating to aeronautical facilities, aircrew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of such request.
- (2) If, following such consultations, a Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to above which 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. Such Contracting Party shall take appropriate corrective action and failure to take appropriate action within fifteen (15) days of being notified thereof, or such longer period as may be agreed upon, shall be grounds for the application of Article 4.

- (3) Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the designated 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 subject to an examination by the authorised representative of that Contracting Party. The purpose of such examination shall include the verification of the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (hereinafter referred as "ramp inspection"), provided this does not lead to unreasonable delay.
- (4) If any such ramp inspection or 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 Contracting Party carrying out the ramp inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is

operated, are not equal to or above the minimum standards established pursuant to the Convention.

- (5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airline of one Contracting Party in accordance with sub-Article 3 above is denied by the representatives of that designated airline, the other Contracting Party may infer that serious concerns of the type referred to in sub-Article 4 above arise and draw conclusions referred to in that sub-Article.
- (6) Each Contracting Party reserves the right to immediately suspend or vary the operating authorisation of a designated airline of the other Contracting Party in the event the first Contracting Party concludes, whether as a result of a ramp inspection or consultation, that immediate action is essential to the safety of airline operation.
- (7) Any action by one Contracting Party in accordance with sub-Articles (2) and (6) above, shall be discontinued upon compliance by the other Contracting Party with the safety provisions of this Article.

ARTICLE 7

AVIATION SECURITY

- (1) Consistent with their rights and obligations under international law binding on the Contracting Parties, the Contracting Parties affirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference, forms an integral part of this Agreement.
- (2) Subject to applicable domestic law and without derogating from the generality of their rights and obligations in terms of 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,

opened for signature at Tokyo on 14 September 1963; the Convention for the Suppression of Unlawful Seizure of Aircraft, opened for signature at The Hague on 16 December 1970; the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, opened for signature at Montreal on 23 September 1971; and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.

- (3) The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other 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 Organisation and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to both Contracting Parties.
- (5) 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 respective territories, and the operators of airports in their respective territories, act in conformity with such aviation security provisions as are applicable to both Contracting Parties.
- (6) Each Contracting Party agrees that its operators of aircraft shall be required to observe the aviation security provisions referred to in sub-Article (4) applied by the other Contracting Party for entry into, sojourn in, or departure from the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to apply security controls to passengers, crew, carry-on items,

baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall give positive consideration to any request from the other Contracting Party for reasonable special security measures in its territory to meet a particular threat to civil aviation.

- (7) If an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports 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.
- (8) Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party, subjected to an act of unlawful seizure or any other act of unlawful interference, which is on the ground in its territory, is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its crew and passengers. Wherever practicable, such measures shall be taken on the basis of consultations with the other Contracting Party.
- (9) If a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authority of the first Contracting Party may request immediate consultations with the aeronautical authority of the other Contracting Party. Failure to reach a satisfactory agreement within (15) fifteen days from the date of such request shall constitute grounds for the application of sub-Article (1) of Article 4. If required by an emergency, a Contracting Party may take action in terms of Article 4 prior to the expiry of fifteen (15) days. Any action taken in accordance with this sub-Article shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 8

RECOGNITION OF CERTIFICATES AND LICENCES

- (1) A certificate of airworthiness, a certificate of competency and any licence issued, or rendered valid by a Contracting Party and which is still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services: Provided that such a certificate or licence was issued or rendered valid pursuant to, and in conformity with, the minimum standards established in terms of the Convention: Provided further that each Contracting Party reserves the right to refuse to recognise, for the purpose of flights undertaken pursuant to rights granted under Article 2(3), any certificate of competency and any licence granted to its own nationals by another State.
- (2) If the privileges or conditions of a licence or certificate issued or rendered valid by a Contracting Party permit a difference from the standards established in terms of the Convention, whether or not that difference has been filed with the International Civil Aviation Organisation, the other Contracting Party may, without prejudice to the rights of the first Contracting Party, request consultations in accordance with Article 17 with the first Contracting Party with a view to satisfying itself that the practice in question is acceptable to it.

ARTICLE 9

FAIR COMPETITION

1. Each Contracting Party shall allow designated airlines to have a fair and equal opportunity to compete in providing the international air transportation governed by the agreement.
2. Each Contracting Party shall take action to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competition position of a designated airline of the other Contracting Party.

ARTICLE 10

CAPACITY

1. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based on the commercial considerations of the marketplace.
2. Services provided by a designated airline under this agreement shall retain as their primary objective the provision of capacity and frequency adequate to the traffic demands.
3. 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 offer unduly the services which the latter provides.
4. Consultations between the Contracting Parties shall be arranged whenever one Contracting Party believes that the capacity and frequency being provided under this agreement are not in accordance with article 9 (Fair Competition).

ARTICLE 11

APPROVAL OF SCHEDULE

1. The designated airline of each Contracting Party shall submit, for information purposes, its envisaged flight schedules to the Aeronautical Authority of the other Contracting Party forty-five (45) days prior to the inauguration of its services, specifying the frequency, the type of aircraft, and period of validity. This equipment shall likewise apply to any modification thereof.
2. If a designated airline wishes to operate ad-hoc flights supplementary to those covered in the schedules, it shall notify the Aeronautical Authority of the Contracting Party concerned at least two working days prior to the operation of such flights.

ARTICLE 12
PRINCIPLES GOVERNING THE OPERATION OF AGREED
SERVICES

- (1) The designated airlines of each Contracting Party shall be allowed fair and equitable treatment in order that it may enjoy equal opportunity in the operation of the agreed service. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and unfair competitive or predatory practices adversely affecting the competitive position of the designated airlines of the other Contracting Party in the exercise of its rights and entitlements set out in this Agreement.
- (2) In operating the agreed services the designated airlines of each Contracting Party shall take into consideration the interests of the designated airlines of the other Contracting Party so as not to unduly affect the services which the latter provide on the whole or part of the same routes.
- (3) There shall be no limits on the number of frequencies and capacity offered on air service linking any intra-African city pair combinations between the Contracting Parties. Each designated airline(s) shall be allowed to mount and operate such capacity and frequency as such airline(s) deems appropriate.
- (4) Consistent with the rights referred to in sub-Article (3), the Contracting Parties shall not unilaterally limit the volume of traffic, the type of aircraft to be operated or the number of flights per week, except for environmental, safety, technical or other special consideration: Provided that such actions are not intended as measures for the protection of the commercial or economic interests of a designated airline.
- (5) Notwithstanding sub-Articles (3) and (4), the Contracting Parties may impose conditions, limit or refuse the increase of capacity or frequency of a designated airline: Provided such actions-

- (a) are non-discriminatory and applied under uniform conditions to all airlines and are consistent with Article 15 of the Convention, without discrimination on the ground of nationality or identity of airlines;
 - (b) have a limited period of validity;
 - (c) do not unduly affect the objectives of the Yamoussoukro Decision;
 - (d) do not unduly distort competition between airlines; and
 - (e) are not more restricted than necessary in order to relieve the problem and are not more restrictive than those applied to any other airlines(s) of a state not party to the Yamoussoukro Decision.
- (6) When a Contracting Party considers that intervention in terms of sub-Article (4) is necessary, such Contracting Party shall, at least sixty (60) days before the effective date of such action, notify the other Contracting Party thereof, providing adequate justification for the need for such measures so as to allow consultations prior to the date of entry into force of the measure. Such measure may be implemented only if within thirty (30) days of its notification, the other Contracting Party has not indicated the intention to consent to such measures.

ARTICLE 13
TIMETABLE

- (1) A designated airline of a Contracting Party shall submit to the aeronautical authority of the other Contracting Party for its information, 30 days in advance, the timetable of its intended services, specifying the frequency, type of aircraft, configuration and number of seats to be made available to the public.
- (2) Any subsequent changes to the approved timetables of a designated airline shall be submitted to the aeronautical authority of the other Contracting Party

for its information. Information passed on should be confidential and kept in the care of the authorities.

ARTICLE 14
PROVISION OF INFORMATION AND STATISTICS

The aeronautical authority of a Contracting Party shall, upon request, provide or shall cause its designated airline(s) to provide the aeronautical authority of the other Contracting Party with such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including, but not limited to, statements of statistics related to the traffic carried by its designated airline(s) between points in the territory of the other Contracting Party and other points on the specified routes.

ARTICLE 15
COMMERCIAL ACTIVITIES

- (1) A designated airline of a Contracting Party shall, on a reciprocal basis, be allowed to establish in the territory of the other Contracting Party offices for the promotion and sale of air transportation services.
- (2) A designated airline of a Contracting Party shall be allowed to bring in and maintain in the territory of the other Contracting Party its managerial, commercial, operational and technical staff as it may require in connection with the provision of air transportation. These staff requirements may, at the option of a designated airline, be satisfied by its own personnel or by using the services of any other organisation, company or airline operating in the territory of the other Contracting Party and authorised to perform such services in the territory of that Contracting Party.
- (3) A Contracting Party shall grant to any designated airline of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through its agents. Each

designated airline shall have the right to sell such transportation and any person shall be free to purchase such transportation in any currency.

- (4) Any designated airline of a Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency, or in freely convertible currencies: Provided that this accords with local currency regulations.
- (5) The activities referred to in this Article shall be carried out in accordance with the domestic law in force in the territory of the relevant Contracting Party.

ARTICLE 16

CODE – SHARE FRAMEWORK

1. In operating or holding out the authorised services on the agreed routes, any designated airline of one Contracting Party may enter into co-operative marketing arrangements like code-sharing, blocked-space, or any other joint venture arrangements, with-

- An airline or airlines of other Contracting Party;
- An airline or airlines of a third country, provided that such third country authorizes or allow comparable arrangements between the airlines of other Contracting Party and other airlines on services to, from and via such third country.

2. Provided that all airlines in such arrangements-

- Hold the appropriate authority to operate on the routes and segments concerned;
- Meet the requirements normally applied to such arrangements; and
- Must, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline or airlines the purchaser is entering into a contractual relationship.

3. Counting of Code-shared Services-

Each code-sharing frequency operated by the designated airlines of either country will count as one (i) frequency, whereas, the code-sharing services of the marketing carrier will not be counted as a frequency.

4. 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/from their territory and that as a minimum, passengers be provided with necessary information in the following ways:

- a. Orally and, if possible , in writing at the time of booking;
- b. In writing 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.

5. Commercial Arrangements

All code-share arrangements shall have the prior approval of the appropriate Aeronautical Authorities before implementation. Signed commercial agreements in this regard shall be filed with both Aeronautical Authorities prior to the introduction of any code-share services and shall be subject to review.

ARTICLE 17

NON-NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

1. The designated airline of each Contracting Party shall be allowed to bring into and to maintain in the territory of the other Contracting Party their representatives and managerial, operational and technical staff of any nationality as required in connection with the operation of agreed services.

2. Such representatives and staff requirements mentioned above 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 for other airlines.
3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and consistent with such laws and regulations:
 - a. Each Contracting Party shall, with the minimum procedural delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this article; and
 - b. Both Contracting Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties exceeding ninety (90) days.

ARTICLE 18

SALES AND MARKETING OF AIR SERVICE PRODUCTS

1. The designated airline of each Contracting Party shall have the right in the territory of the other Contracting Party offices for the purpose of selling and marketing international air services as well as for the ancillary products and facilities required for the provision of air transport.
2. The designated airline of each Contracting Party shall, either directly and at its discretion, through agents, have the right to engage in the sale of air transportation and its ancillary products and facilities in the territory of the other Contracting Party.
3. The designated airline of the Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation and its ancillary products and facilities in local currency or in any other freely convertible currency.
4. The designated airlines of each Contracting Party shall have the right to pay for local expenses in the territory of the Contracting Party in local currency or any freely convertible currencies.

ARTICLE 19

GROUND HANDLING

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 or as long as 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 20

TARIFFS

- (1) Each Contracting Party shall allow tariffs for air services to be established by each designated airline based upon commercial considerations in the market place. Neither Contracting Party shall require its airlines to consult other airlines about the tariffs they charge or propose to charge for services covered by this Agreement.
- (2) Each Contracting Party may require notification or filing of any tariff to be charged by its own designated airline. Neither Contracting Party shall require notification or filing of any tariffs to be charged by the designated airline of the other Contracting Party. Tariffs may remain in effect unless subsequently disapproved under paragraphs 5 below.
- (3) Each contracting party shall allow prices for air transport to be established
by each designated airline based upon commercial consideration in the market place. Intervention by the Contracting Parties shall be limited to-
 - a) prevention of unreasonable discriminatory prices or practices;
 - b) the protection of consumers from tariffs that are excessive due to the abuse of market power;
 - c) protection of airline from prices those are artificially low due to direct or indirect government subsidy or support; and

- d) the prevention of tariffs whose application constitutes anti-competitive behaviour which has or is likely to have or is explicitly intended to have the effect of preventing, restricting or distorting competition or excluding a competitor from the route.
- (4) Each Contracting Party may unilaterally disallow any tariff filed or charged by its own designated airline. However, such intervention shall be made only if it appears to the aeronautical authority of that Contracting Party that a tariff charged or proposed to be charged meets either of the criteria set out in paragraph 3 above.

Neither Contracting Party shall take unilateral action to prevent the coming into effect or continuation of a tariff charged or proposed to be charged by the airline of the other Contracting Party. If one Contracting Party believes that any such tariff is inconsistent with the considerations set out in paragraph 3 above, it may request consultations and notify the other Contracting Party of the reasons for its dissatisfaction. These consultations shall be held not later than 14 days after receipt of the request. Without mutual agreement the tariff shall not take effect or shall be withdrawn.

ARTICLE 21

CUSTOMS DUTIES AND OTHER CHARGES

- (1) Aircraft operated on agreed services by a designated airline of a Contracting Party, as well as their regular equipment, supplies of fuel, lubricants (including hydraulic fluids), consumable technical supplies, spare parts, aircraft stores including food, beverages, liquor, tobacco and other products for sale to or use by passengers, in limited quantities, during the flight, and other items intended for or used solely in connection with the aviation operation or servicing, which are on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt from customs duties, excise duties and charges: Provided that such equipment, supplies and stores remain on board the aircraft until they are re-exported or consumed during flight on the agreed service.

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[Signature]

- (2) There shall also be exemption from the same national or local duties, fees and charges, with the exception of charges based on the cost of the service provided, in respect of-
- (a) aircraft stores taken on board in the territory of a Contracting Party, within the limits that may be fixed by the appropriate authorities of the said Contracting Party, and intended for use on board the aircraft operated on an international service by a designated airline of the other Contracting Party;
 - (b) spare parts (including engines) and regular equipment imported into the territory of a Contracting Party for the maintenance or repair of aircraft operating agreed services by the designated airline of the other Contracting Party;
 - (c) fuels and lubricants (including hydraulic fluids) destined for the designated airline of a Contracting Party to supply aircraft operating agreed services, even when these supplies are to be used on any part of a journey performed over the territory of the other Contracting Party in which they have been taken on board; and
 - (d) baggage and cargo in direct transit.
- (3) The items referred to in paragraphs (a), (b), (c) and (d) of sub-Article (2), may be required to be kept under customs supervision or control.
- (4) The regular equipment, as well as spare parts, aircraft stores, supplies of fuel, lubricants (including hydraulic fluids) and other items referred to in sub-Article (1) normally retained on board an aircraft operated by a designated airline of a 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, the said items may be placed under the supervision of those customs authorities until they are re-exported or otherwise disposed of in accordance with the domestic law of that Contracting Party.

- (5) The exemptions provided for in this Article shall be available in situations where a designated airline of a Contracting Party has entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items referred to in sub-Articles (1) and (2): Provided that such other airline similarly enjoys such exemptions from the other Contracting Party.

ARTICLE 22

TAXATION

- (1) Profits from the operation of the aircraft of a designated airline in international traffic shall be taxable only in the territory of the Contracting party in which the place of effective management of that airline is situated.
- (2) Capital represented by the aircraft of the international traffic by a designated airline and by movable property pertaining to the operation of such aircraft shall be taxable only if the territory of the Contracting Party in which the place of effective management on the airline is situated.
- (3) Where a special agreement for the avoidance of double taxation with respect to taxes on income and on capital exist between the Contracting Parties, the provision of the latter shall prevail.

ARTICLE 23

USER CHARGES

- (4) Each Contracting Party shall endeavour to ensure that user charges imposed or permitted to be imposed by its competent authorities on a designated airline of the other Contracting Party are just and reasonable. These charges shall be based on sound economic principles.

- (5) Neither Contracting Party shall impose or permit to be imposed on the designated airline of the other Contracting Party user charges higher than those imposed on its own designated airline operating similar international air services using similar aircraft and associated facilities and services.
- (6) Each Contracting Party shall encourage consultations between its responsible charging bodies and the designated airline using the facilities and services. Where practicable, such consultations should be through the appropriate representative airline organisation.
- (7) Reasonable advance notice shall, whenever possible, be given to the designated airline of any proposals for changes to charges referred to in this Article, together with relevant supporting information and data, to enable it to express and have its views taken into account before any changes are made.

ARTICLE 24

TRANSFER OF FUNDS/EARNINGS

- (1) Subject to its applicable domestic law, each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer of the excess of receipts over expenditure earned by such designated airline in the territory of such Contracting Party in connection with the carriage of passengers, baggage, cargo and mail, as well as from any other activities related to air transport that may be permitted under domestic law. Such transfers shall be effected at the rate of exchange in accordance with the domestic law applicable in the respective countries governing current payments, but where there is no official exchange rate such transfers shall be effected at the prevailing foreign exchange market rate for current payments.
- (2) In the event that the form of payment between the Contracting Parties is governed by a special agreement, such an agreement shall apply.

ARTICLE 25

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, the designated airlines of each Contracting party may operate under this Agreement by using dry/wet leased aircraft which meets applicable safety and security requirements.

ARTICLE 26

INTERMODAL SERVICES

Each designated airline shall be permitted to use modes of transport without restriction in conjunction with the international passengers and cargo air services.

ARTICLE 27

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 to the application of this agreement.

ARTICLE 28

CONSULTATIONS

- (1) Any Contracting Party may, at any time request consultations on the implementation, interpretation, application, amendment of, or compliance with this Agreement.
- (2) Such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a

request, unless otherwise agreed by both Contracting Parties.

ARTICLE 29
SETTLEMENT OF DISPUTES

- (1) If any dispute arises between the Contracting Parties relating to the interpretation or implementation of this Agreement, the Contracting Parties shall in the first place endeavour to settle such dispute by negotiation.
- (2) If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute to some competent and independent person or body for mediation.
- (3) If settlement is not reached in accordance with sub-Article (1) or (2) the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators.
- (4) Each Contracting Party shall appoint one arbitrator and the third arbitrator, to be jointly appointed by the two arbitrators so appointed, shall act as President of the tribunal.
- (5) Each Contracting Party shall appoint its arbitrator within a period of sixty (60) days from the date of receipt of a notice by either Contracting Party from the other, through the diplomatic channel, requesting arbitration of the dispute by such a tribunal and the third arbitrator, who shall be a national of a third State, shall be appointed within a further period of sixty (60) days.
- (6) If either Contracting Party fails to appoint 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 Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators, as the case may be: Provided that the President is not a national of

either Contracting Party, in which case the Vice President of the Council may be so requested. In such a case, the arbitrator or arbitrators appointed by the said President or Vice President, as the case may be, shall not be nationals or permanent residents of the respective States of the Contracting Parties.

- (7) The tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure.
- (8) Subject to the final decision of the tribunal, the Contracting Parties shall bear in equal proportion the interim costs of arbitration.
- (9) The Contracting Parties shall comply with any provisional ruling and the final decision of the tribunal.
- (10) If, and for as long as, a Contracting Party fails to comply with a decision contemplated in sub-Article (6), the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted in terms of this Agreement to the Contracting Party in default.

ARTICLE 30

AMENDMENT OF AGREEMENT

- (1) If either of the Contracting Parties considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 28 and shall be effected by an Exchange of Notes, through the diplomatic channel, and shall come into effect on the date on which each Contracting Party has notified the other of its compliance with the constitutional requirements necessary for the implementation of the relevant amendment.
- (2) Notwithstanding the provisions of sub-Article (1), amendments to the Annex to this Agreement may be agreed upon directly by the aeronautical authority of

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the Contracting Parties. Such amendments shall apply from the date they have been agreed upon and enter into force when confirmed by both Contracting Parties through the diplomatic channel.

- (3) This Agreement shall, *mutatis mutandis*, be deemed to have been amended by those provisions of any international convention or multilateral agreement that may become binding on both Contracting Parties.

ARTICLE 31

MULTILATERAL CONVENTIONS

If both Contracting 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 32

REGISTRATION OF AGREEMENT AND AMENDMENTS

The Contracting Parties shall submit this Agreement and any subsequent amendments thereto to the International Civil Aviation Organisation for registration.

ARTICLE 33

TERMINATION OF AGREEMENT

- (1) Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through the diplomatic channel to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organisation. The Agreement shall terminate one (1) year 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.

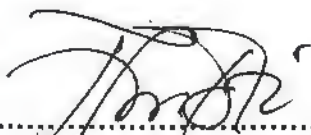
- (2) In default of acknowledgement of receipt of a notice of termination by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which the International Civil Aviation Organisation acknowledged receipt thereof unless the notice to terminate is withdrawn by agreement before the expiry of this period.

ARTICLE 34
ENTRY INTO FORCE

This Agreement shall enter into force on the date on which both Contracting Parties have notified each other in writing through diplomatic channels, of their compliance with the constitutional requirements necessary for the implementation thereof. The date of entry into force shall be the date of the last notification.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed and sealed this Agreement in two originals in the English language, all texts being equally authentic.

DONE at Riyadh, Saudi Arabia on this 4th day of December, 2023


.....
**FOR THE GOVERNMENT OF THE
KINGDOM OF ESWATINI**
Mr. Thulani Edmund
Principal Secretary
Ministry of Public Works & Transport


.....
**FOR THE GOVERNMENT OF THE
REPUBLIC OF RWANDA**
Ms Winnie NGAMIJE
Deputy Director General
Rwanda Civil Aviation Authority

ROUTE SCHEDULE**For the designated airline(s) of the Republic of Rwanda**

Point(s) of Origin	Intermediate Point(s)	Point(s) in the Kingdom of Eswatini	Point(s) Beyond
Points in the Republic of Rwanda	Any points	Any points	Any points

For the designated airline(s) of the Kingdom of Eswatini

Point(s) of Origin	Intermediate Point(s)	Point(s) in the Republic of Rwanda	Point(s) Beyond
Points in the Kingdom of Eswatini	Any points	Any points	Any points

Notes

1. Any point on the above routes may, at the option of the airline concerned, be omitted on any or all flights: Provided that any service either begins or terminates in the territory of the country designating the airline.
2. The designated airlines may exercise unrestricted 5th freedom traffic rights at intra-African points in accordance with the Yamoussoukro Decision. Furthermore, the designated airlines will be entitled to exercise 5th freedom traffic rights at intermediate and beyond points outside Africa as well.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 031/2025 ryo ku wa 16/12/2025 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Eswatini yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Riyadh, muri Arabiya Sawudite, ku wa 04 Ukuboza 2023	Seen to be annexed to Law n° 031/2025 of 16/12/2025 approving the ratification of the Bilateral Air Services Agreement between Government of the Republic of Rwanda and the Government of the Kingdom of Eswatini, signed at Riyadh, Saudi Arabia, on 04 December 2023	Vu pour être annexé à la Loi n° 031/2025 du 16/12/2025 approuvant la ratification de l'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume d'Eswatini, signé à Riyad, en Arabie Saoudite, le 04 décembre 2023
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Kigali, 16/12/2025

(sé)

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

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

ITEGEKO N° 032/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA REPUBULIKA Y’UBUFARANSYA YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 06 MATA 2024 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu <u>Ingingo ya 2:</u> Ingingo y’ururimi <u>Ingingo ya 3:</u> Gutangira gukurikizwa	LAW N° 032/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE RELATING TO AIR SERVICES, SIGNED AT KIGALI, RWANDA, ON 06 APRIL 2024 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Approval for ratification <u>Article 2:</u> Language provision <u>Article 3:</u> Entry into force	LOI N° 032/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE RELATIF AUX SERVICES AÉRIENS, SIGNÉ À KIGALI, AU RWANDA, LE 06 AVRIL 2024 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Approbation pour ratification <u>Article 2:</u> Disposition linguistique <u>Article 3:</u> Entrée en vigueur
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ITEGEKO N° 032/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA REPUBULIKA Y’UBUFARANSA YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 06 MATA 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y’U RWANDA INTEKO ISHINGA AMATEGEKO: Umutwe w’Abadepite, mu nama yawo yo ku wa 07 Ukwakira 2025;	LAW N° 032/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE RELATING TO AIR SERVICES, SIGNED AT KIGALI, RWANDA, ON 06 APRIL 2024 We, KAGAME Paul, President of the Republic; THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA THE PARLIAMENT: The Chamber of Deputies, in its sitting of 07 October 2025;	LOI N° 032/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE RELATIF AUX SERVICES AÉRIENS, SIGNÉ À KIGALI, AU RWANDA, LE 06 AVRIL 2024 Nous, KAGAME Paul, Président de la République; LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU’ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA LE PARLEMENT: La Chambre des Députés, en sa séance du 07 octobre 2025;
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Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 64 n'iya 168; Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika y'Ubufaransa yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 06 Mata 2024; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika y'Ubufaransa yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 06 Mata 2024, ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2:</u> Ingingo y'ururimi Iri tegeko ryateguwe mu rurimi rw'Igifaransa, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168; After consideration of the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of France relating to Air Services, signed at Kigali, Rwanda, on 06 April 2024; ADOPTS: <u>Article One:</u> Approval for ratification The Agreement between the Government of the Republic of Rwanda and the Government of the Republic of France relating to Air Services, signed at Kigali, Rwanda, on 06 April 2024, in Annex, is approved for ratification. <u>Article 2:</u> Language provision This Law was drafted in French, considered and adopted in Ikinyarwanda.	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168; Après examen de l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République française relatif aux services aériens, signé à Kigali, au Rwanda, le 06 avril 2024; ADOpte: <u>Article premier:</u> Approbation pour ratification L'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République française relatif aux services aériens, signé à Kigali, au Rwanda, le 06 avril 2024, en annexe, est approuvé pour ratification. <u>Article 2:</u> Disposition linguistique La présente loi a été initiée en français, examinée et adoptée en Ikinyarwanda.
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<u>Ingingo ya 3: Gutangira gukurikizwa</u> Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<u>Article 3: Entry into force</u> This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 3 : Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 16/12/2025

(sé)

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

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

UMUGEREKA W'ITEGEKO N° 032/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA Y'UBUFARANS YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 6 MATA 2024	ANNEX TO LAW N° 032/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE RELATING TO AIR SERVICES, SIGNED AT KIGALI, RWANDA, ON 06 APRIL 2024	ANNEXE À LA LOI N° 032/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE RELATIF AUX SERVICES AÉRIENS, SIGNÉ À KIGALI, AU RWANDA, LE 06 AVRIL 2024
AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA Y'UBUFARANS YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 6 MATA 2024	AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE RELATING TO AIR SERVICES, SIGNED AT KIGALI, RWANDA, ON 06 APRIL 2024	ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE RELATIF AUX SERVICES AÉRIENS, SIGNÉ À KIGALI, AU RWANDA, LE 06 AVRIL 2024

ACCORD ENTRE

LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA

ET

LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE

RELATIF AUX SERVICES AÉRIENS

Le Gouvernement de la République française et le Gouvernement de la République du Rwanda (ci-après dénommés « les Parties contractantes »),

Étant parties à la Convention relative à l'aviation civile internationale ouverte à la signature à Chicago le 7 décembre 1944, et

Désireux de conclure un Accord complétant ladite Convention afin d'établir des services de transport aérien entre leurs territoires respectifs et au-delà,

Sont convenus de ce qui suit :

ARTICLE 1^{er}

DÉFINITIONS

1. Aux fins du présent Accord, sauf dispositions contraires :

(a) le terme « Convention » désigne la Convention relative à l'aviation civile internationale ouverte à la signature à Chicago le 7 décembre 1944 et inclut toute Annexe adoptée en vertu de l'article 90 de ladite Convention et tout amendement aux Annexes ou à la Convention en vertu de ses articles 90 et 94, dans la mesure où ces Annexes et amendements ont été adoptés par les deux Parties contractantes ;

(b) l'expression « autorités aéronautiques » désigne, pour la République française, la Direction générale de l'aviation civile et, pour la République du Rwanda, le Ministère en charge de l'aviation civile, ou toute personne ou tout organisme habilité à exercer des fonctions exercées par les autorités susmentionnées ou des fonctions analogues ;

(c) l'expression « transporteur aérien désigné » désigne un transporteur aérien désigné conformément à l'article 3 du présent Accord ;

(d) le terme « territoire » a le sens que lui donne l'article 2 de la Convention ;

(e) les expressions « service aérien », « service aérien international », « transporteur aérien » et « escale non commerciale » ont le sens que leur donne, respectivement, l'article 96 de la Convention ;

(f) l'expression « routes spécifiées » désigne les routes figurant au tableau des routes annexé au présent Accord ;

(g) l'expression « services agréés » désigne les services aériens réguliers de transport, distinct ou combiné, de passagers, de courrier et de fret, effectués moyennant rétribution sur les routes spécifiées ;

(h) le terme « tarif » désigne les prix facturés par les transporteurs aériens, directement ou par l'intermédiaire de leurs agents, pour le transport de passagers, de bagages et de fret, ainsi que les conditions auxquelles s'appliquent ces prix, y compris la rémunération et les conditions applicables aux agences, mais à l'exclusion de la rémunération ou des conditions applicables au transport de courrier ;

(i) l'expression « redevances d'usage » désigne la redevance imposée aux transporteurs aériens par les autorités compétentes au titre de l'utilisation d'un aéroport ou d'installations de navigation aérienne par des aéronefs, leurs équipages, leurs passagers et leur fret ; et

(j) le terme « Accord » désigne le présent Accord, son Annexe et toutes modifications à l'Accord ou à son Annexe convenues conformément aux dispositions de l'article 21 du présent Accord.

2. L'Annexe fait partie intégrante du présent Accord. Toute référence à l'Accord porte également sur son Annexe, sauf dispositions contraires expressément convenues.

ARTICLE 2

OCTROI DE DROITS

1. Chaque Partie contractante accorde à l'autre Partie contractante les droits ci-après aux fins des services aériens internationaux, réguliers ou non, effectués par les transporteurs aériens de l'autre Partie contractante :

(a) le droit de survoler son territoire sans atterrir ;

(b) le droit d'effectuer des escales sur son territoire à des fins non commerciales.

2. Chaque Partie contractante accorde à l'autre Partie contractante les droits énoncés dans le présent Accord afin d'établir et d'exploiter des services aériens internationaux réguliers sur les routes spécifiées dans l'Annexe au présent Accord. Dans le cadre de l'exploitation d'un service agréé sur une route spécifiée, un transporteur aérien désigné par une Partie contractante a, outre les droits énoncés au paragraphe 1 du présent article, le droit d'effectuer des escales sur le territoire de l'autre Partie contractante aux points mentionnés sur ladite route spécifiée afin d'embarquer et de débarquer, séparément ou ensemble, des passagers et du fret, y compris du courrier, à destination ou en provenance du territoire de la première Partie contractante.

3. Aucune disposition du présent Accord ne peut être interprétée comme conférant au transporteur aérien d'une Partie contractante le droit d'embarquer sur le territoire de l'autre Partie contractante, moyennant location ou rémunération, des passagers, leurs bagages ou du fret, y compris du courrier, à destination d'un autre point situé sur le territoire de cette autre Partie contractante.

ARTICLE 3

DÉSIGNATION ET AUTORISATION DES TRANSPORTEURS AÉRIENS

1. Chaque Partie contractante a le droit de désigner par écrit à l'autre Partie contractante un ou plusieurs transporteurs aériens aux fins d'exploitation des services agréés sur les routes spécifiées.

2. Dès réception d'une désignation effectuée par l'une des Parties contractantes conformément aux dispositions du paragraphe 1 du présent article et sur demande du transporteur aérien désigné présentée dans la forme et selon les modalités prescrites, les autorités aéronautiques de l'autre Partie contractante accordent les autorisations d'exploitation appropriées dans les délais les plus brefs, à condition :

- (a) dans le cas d'un transporteur aérien désigné par la République française,
 - i. que ce transporteur soit établi sur le territoire de la République française au sens du Traité sur l'Union européenne et du Traité sur le fonctionnement de l'Union européenne et possède une licence d'exploitation valide conforme au droit de l'Union européenne ; et
 - ii. que le contrôle réglementaire effectif du transporteur aérien soit exercé et assuré par l'État membre de l'Union européenne responsable de la délivrance de son certificat de transporteur aérien et que les autorités aéronautiques compétentes soient clairement identifiées dans la désignation ; et
 - iii. que le transporteur aérien soit détenu, soit directement, soit par participation majoritaire, par des États membres de l'Union européenne ou de l'Association européenne de libre-échange et/ou des ressortissants de ces États, et soit soumis à un contrôle effectif de ces États et/ou des ressortissants de ces États ;
- (b) dans le cas d'un transporteur aérien désigné par la République du Rwanda,
 - i. que ce transporteur soit établi sur le territoire de la République du Rwanda et possède une licence d'exploitation valide conforme au droit de la République du Rwanda ; et
 - ii. que la République du Rwanda exerce et assure un contrôle réglementaire effectif sur le transporteur aérien ; et
 - iii. que ce transporteur soit détenu, soit directement, soit par participation majoritaire, par la République du Rwanda et/ou par ses ressortissants et soit soumis à un contrôle effectif de cet État et/ou de ses ressortissants ;
- (c) que le transporteur aérien désigné soit à même de satisfaire aux conditions prescrites en vertu des lois et règlements normalement et raisonnablement applicables en matière de transport aérien international par la Partie contractante qui examine la ou les demandes conformément aux dispositions de la Convention ; et
- (d) que les normes énoncées aux articles 9 (Sécurité de l'aviation) et 10 (Sûreté de l'aviation) soient appliquées et mises en œuvre.

3. Lorsqu'un transporteur aérien a été ainsi désigné et autorisé, il peut commencer à tout moment l'exploitation des services agréés, sous réserve de respecter les dispositions du présent Accord.

ARTICLE 4

RÉVOCATION OU SUSPENSION D'UNE AUTORISATION D'EXPLOITATION

1. Chaque Partie contractante a le droit de révoquer une autorisation d'exploitation, de suspendre l'exercice des droits accordés par le présent Accord à un transporteur aérien désigné par l'autre Partie contractante ou d'imposer à l'exercice de ces droits les conditions qu'elle estime nécessaires :

- (a) dans le cas d'un transporteur aérien désigné par la République française,
 - i. si ce transporteur n'est pas établi sur le territoire de la République française en vertu du Traité sur l'Union européenne et du Traité sur le fonctionnement de l'Union européenne ou ne possède pas de licence d'exploitation valide conforme au droit de l'Union européenne ; ou
 - ii. si le contrôle réglementaire effectif du transporteur aérien n'est pas exercé ou assuré par l'État membre de l'Union européenne responsable de la délivrance de son certificat de transporteur aérien ou si les autorités aéronautiques compétentes ne sont pas clairement identifiées dans la désignation ; ou
 - iii. si le transporteur aérien n'est pas détenu, soit directement, soit par participation majoritaire, par des États membres de l'Union européenne ou de l'Association européenne de libre-échange et/ou des ressortissants de ces États, ou n'est pas soumis à tout moment à un contrôle effectif de ces États et/ou des ressortissants de ces États.
- (b) dans le cas d'un transporteur aérien désigné par la République du Rwanda,
 - i. si ce transporteur n'est pas établi sur le territoire de la République du Rwanda ou ne possède pas de licence d'exploitation valide conforme au droit de la République du Rwanda ; ou
 - ii. si la République du Rwanda n'exerce pas et n'assure pas un contrôle réglementaire effectif sur le transporteur aérien ; ou
 - iii. si le transporteur aérien n'est pas détenu, soit directement, soit par participation majoritaire, par la République du Rwanda et/ou de ressortissants de la République du Rwanda, ou n'est pas soumis à tout moment à un contrôle effectif de cet État et/ou de ses ressortissants ;

En exerçant son droit dans le cadre du présent paragraphe, aucune Partie contractante n'exerce de discrimination, notamment basée sur la nationalité, entre les transporteurs aériens.

- (c) dans le cas où ledit transporteur aérien ne se conforme pas aux lois ou règlements normalement et uniformément appliqués à l'exploitation de transports aériens internationaux par la Partie contractante qui accorde ces droits ;

(d) dans tous les cas où les normes énoncées dans le présent Accord, en particulier aux articles 9 (Sécurité de l'aviation) et 10 (Sûreté de l'aviation), ne sont pas appliquées et mises en œuvre.

2. À moins que la révocation, la suspension ou l'imposition des conditions prévues au paragraphe 1 du présent article ne soient immédiatement nécessaires pour éviter de nouvelles infractions aux lois et règlements ou aux dispositions du présent Accord, ce droit n'est exercé qu'après consultation de l'autre Partie contractante. Lesdites consultations se tiennent dans les trente (30) jours suivant la date de leur demande par l'une des Parties contractantes, sauf accord contraire entre les deux Parties contractantes.

ARTICLE 5

PRINCIPES RÉGISSANT L'EXPLOITATION DES SERVICES AGRÉÉS

1. Chaque Partie contractante fait en sorte que les transporteurs aériens désignés des deux Parties contractantes disposent de possibilités équitables et égales de concurrence pour l'exploitation des services agréés régis par le présent Accord. Chaque Partie contractante s'assure que son ou ses transporteurs aériens désignés fonctionnent dans des conditions qui permettent de respecter ce principe et prend des mesures pour en assurer le respect en tant que de besoin.

2. Les services agréés exploités par les transporteurs aériens désignés des Parties contractantes sur les routes spécifiées entre leurs territoires respectifs doivent être en rapport étroit avec les besoins du public en matière de transport et avoir pour objectif primordial d'offrir, avec un coefficient de remplissage raisonnable compatible avec les tarifs conformes aux dispositions de l'article 18 (Tarifs) du présent Accord, une capacité appropriée pour faire face aux besoins courants et raisonnablement attendus de transport de passagers, de fret et de courrier, afin de favoriser le développement harmonieux des services aériens entre les territoires des Parties contractantes.

ARTICLE 6

CONCURRENCE ÉQUITABLE

1. Les Parties contractantes reconnaissent que leur objectif commun est de disposer d'un environnement équitable et ouvert à la concurrence, et d'offrir aux transporteurs aériens des deux Parties contractantes la possibilité de se livrer une concurrence loyale et équitable pour l'exploitation des services agréés sur les routes spécifiées. En conséquence, les Parties contractantes prennent toutes les mesures adéquates pour assurer le plein respect de cet objectif.

2. Les Parties contractantes affirment qu'une concurrence libre, équitable et sans distorsion est importante pour promouvoir les objectifs du présent Accord et notent que l'existence d'un droit de la concurrence complet et d'une autorité indépendante de la concurrence, ainsi que l'application saine et efficace de leur droit national de la concurrence, sont importantes pour la fourniture efficace de services de transport aérien. Le droit de la concurrence de chaque Partie contractante qui traite des questions couvertes par le présent article, tel qu'amendé périodiquement, s'applique aux activités des transporteurs aériens sur le territoire de chacune

des Parties contractantes. Les Parties contractantes partagent l'objectif de compatibilité et de convergence du droit de la concurrence et de son application effective. Elles coopèrent le cas échéant et s'il y a lieu, à l'application effective du droit de la concurrence, notamment en autorisant leur(s) transporteur(s) aérien(s) ou d'autres ressortissants à communiquer, conformément à leurs règles et jurisprudence respectives, les informations pertinentes pour une action relevant du droit de la concurrence intentée par leurs autorités de la concurrence respectives.

3. Aucune disposition du présent Accord ne peut limiter ou compromettre l'autorité et les pouvoirs des autorités compétentes en matière de concurrence, et des tribunaux de l'une ou l'autre des Parties contractantes ni y porter atteinte, et toutes les questions relatives à l'application du droit de la concurrence continuent de relever de la compétence exclusive de ces autorités et tribunaux. Toute mesure prise par une Partie contractante en vertu du présent article est donc sans préjudice de toute mesure éventuelle prise par ces autorités et ces tribunaux.

4. Chaque Partie contractante élimine toutes les formes de discrimination ou de pratiques déloyales qui porteraient atteinte à la possibilité, pour les transporteurs aériens de l'autre Partie contractante, de se livrer une concurrence loyale et équitable pour la fourniture de services de transport aérien.

5. Aucune Partie contractante n'accorde ni n'autorise de subventions ni d'aides publiques à ses transporteurs aériens si celles-ci sont susceptibles de fausser de manière significative, de façon injustifiée, la concurrence loyale et équitable pour la fourniture de services de transport aérien pour les transporteurs aériens de l'autre Partie contractante. Ces subventions ou aides peuvent inclure notamment mais non exclusivement les subventions croisées, la compensation de pertes d'exploitation, l'apport de capitaux, des aides non remboursables, des cautionnements, des prêts ou assurances assortis de conditions préférentielles, la protection contre la faillite, la renonciation au recouvrement de montants dus, la renonciation à la rémunération normale des ressources publiques engagées, des allègements ou exonérations fiscaux, la compensation des charges financières imposées par les autorités publiques et l'accès, sur une base discriminatoire ou non commerciale, aux installations et services de navigation aérienne ou aéroportuaires, aux carburants, à la manutention au sol, à la sûreté, aux systèmes informatiques de réservation, à l'allocation de créneaux horaires ou aux autres installations et services connexes nécessaires à l'exploitation de services aériens.

6. Lorsqu'une Partie contractante accorde à un transporteur aérien des subventions ou des aides publiques au sens du paragraphe 5 ci-dessus, elle doit garantir la transparence de ces mesures par les moyens appropriés, qui peuvent inclure d'exiger du transporteur aérien qu'il précise clairement et séparément cette subvention ou cette aide dans ses comptes.

7. Chaque Partie contractante, à la demande de l'autre Partie contractante, fournit à cette dernière, dans des délais raisonnables, des informations pouvant raisonnablement être demandées par l'autre Partie contractante pour assurer le respect des dispositions du présent article. La fourniture de ces informations peut être soumise à un traitement confidentiel de la part de la Partie contractante qui demande accès à l'information.

8. Chaque Partie contractante interdit au(x) transporteur(s) aérien(s) :

(a) en liaison avec un ou plusieurs autre(s) transporteur(s) aérien(s), de conclure des accords, prendre des décisions ou se livrer à des pratiques concertées susceptibles d'affecter les services de transport aérien à destination ou en provenance de cette Partie contractante, et qui ont pour objet ou pour effet d'empêcher, de restreindre ou de fausser le jeu de la concurrence. Cette interdiction peut être déclarée inapplicable lorsque ces accords, décisions ou pratiques contribuent à améliorer la production ou la distribution des services ou à promouvoir le progrès technique ou économique, tout en réservant aux consommateurs une partie équitable du profit qui en résulte, et sans : (a) imposer aux transporteurs aériens concernés des restrictions qui ne sont pas indispensables pour atteindre ces objectifs ; (b) donner à ces transporteurs aériens la possibilité, pour une partie substantielle des services en cause, d'éliminer la concurrence, et

(b) d'abuser d'une position dominante susceptible d'affecter les services de transport aérien à destination ou en provenance de cette Partie contractante.

9. Sans préjudice de toute mesure prise par l'autorité et/ou le tribunal compétent chargé de la concurrence pour la mise en œuvre des règles mentionnées aux paragraphes 5, 6 et 9 :

(a) si l'une des Parties contractantes estime qu'un transporteur aérien est victime de discrimination ou de pratiques déloyales au sens des paragraphes 5, 6 et 9 ci-dessus et que cela peut être prouvé, elle peut adresser des observations écrites à l'autre Partie contractante. Après avoir informé l'autre Partie contractante, une Partie contractante peut également s'adresser aux organismes d'État compétents sur le territoire de l'autre Partie contractante, notamment les organismes de niveau national, régional, provincial ou local, pour discuter des questions liées au présent article. En outre, l'une des Parties contractantes peut demander des consultations sur ce sujet avec l'autre Partie contractante afin de résoudre le problème. Ces consultations doivent démarrer dans les trente (30) jours suivant la date de réception de la demande. Dans l'intervalle, les Parties contractantes échangent suffisamment d'informations pour permettre un examen complet de la préoccupation exprimée par l'une des Parties contractantes ;

(b) si les Parties contractantes ne parviennent pas à résoudre la question par des consultations dans un délai de trente (30) jours à compter du début des consultations ou si les consultations ne commencent pas dans un délai de trente (30) jours à compter de la réception de la demande concernant une violation alléguée des paragraphes 5 et 6 ci-dessus, la Partie contractante qui a demandé les consultations a le droit de suspendre l'exercice des droits accordés par le présent Accord au(x) transporteur(s) aérien(s) de l'autre Partie contractante en refusant, retirant, révoquant ou suspendant l'autorisation d'exploitation, ou d'imposer à l'exercice de ces droits les conditions qu'elle estime nécessaires, ou d'imposer des droits ou de prendre d'autres mesures. Toute mesure prise en vertu du présent paragraphe doit être appropriée, proportionnée et limitée au strict nécessaire quant à son champ et à sa durée.

ARTICLE 7

APPLICATION DES LOIS ET RÈGLEMENTS

1. Les lois, règlements et procédures d'une Partie contractante relatifs à l'entrée sur son territoire ou à la sortie de son territoire des aéronefs assurant des services aériens internationaux, ou à l'exploitation et à la navigation de ces aéronefs durant leur séjour sur son territoire, s'appliquent aux aéronefs du ou des transporteurs aériens désignés de l'autre Partie contractante et sont appliqués à ces aéronefs à leur entrée sur le territoire, à leur sortie du territoire ou pendant leur séjour sur le territoire de la première Partie contractante.

2. Les lois et règlements d'une Partie contractante relatifs à l'entrée sur son territoire ou à la sortie de son territoire des passagers, des bagages, des équipages et du fret à bord d'aéronefs sont respectés par lesdits passagers, bagages, équipages et fret du ou des transporteur(s) aérien(s) de l'autre Partie contractante, ou en leur nom, à l'entrée sur le territoire ou à la sortie du territoire d'une Partie contractante.

3. Les lois et règlements mentionnés aux paragraphes 1 et 2 du présent article sont les mêmes que ceux qui s'appliquent aux aéronefs nationaux qui assurent des services aériens internationaux analogues, ainsi qu'aux passagers, aux bagages, aux équipages, au fret et au courrier transportés par ces aéronefs.

ARTICLE 8

CERTIFICATS DE NAVIGABILITÉ, BREVETS D'APTITUDE ET LICENCES

1. La validité des certificats de navigabilité, brevets d'aptitude et licences délivrés ou validés conformément aux lois et règlements d'une Partie contractante est reconnue par l'autre Partie contractante aux fins de l'exploitation des services agréés sur les routes spécifiées, sous réserve que les critères de délivrance ou de validation desdits certificats, brevets ou licences soient au moins égaux aux normes qui peuvent être instituées en application de la Convention.

2. Toutefois, chaque Partie contractante se réserve le droit de ne pas reconnaître, aux fins du survol de son propre territoire, la validité des brevets d'aptitude et licences délivrés à ses propres ressortissants par l'autre Partie contractante.

ARTICLE 9

SÉCURITÉ DE L'AVIATION

1. Chaque Partie contractante peut demander à tout moment des consultations au sujet des normes de sécurité adoptées par l'autre Partie contractante et relatives aux installations aéronautiques, aux équipages, aux aéronefs et à leur exploitation. Ces consultations ont lieu dans un délai de trente (30) jours à compter de la date de la demande.

2. Si, à la suite de ces consultations, une Partie contractante estime que l'autre Partie contractante n'adopte ou ne met pas en œuvre de manière efficace, dans les domaines mentionnés au paragraphe 1, des normes de sécurité au moins égales aux normes minimales en vigueur au moment considéré en application de la Convention, elle informe l'autre Partie contractante de ces constatations et l'autre Partie contractante adopte des mesures correctives en conséquence. Si l'autre Partie contractante ne prend pas des mesures appropriées dans un délai raisonnable et, en tout cas, dans les quinze (15) jours ou dans un délai plus long éventuellement arrêté d'un commun accord, il y a lieu d'appliquer l'article 4 du présent Accord.

3. Nonobstant les obligations énoncées à l'article 33 de la Convention, il est convenu que tout aéronef exploité ou loué par le ou les transporteurs aériens d'une Partie contractante pour des services à destination ou en provenance du territoire de l'autre Partie contractante peut, pendant son séjour sur le territoire de l'autre Partie contractante, être soumis par les représentants habilités de l'autre Partie contractante à un examen à bord ou à l'extérieur de l'aéronef afin de vérifier la validité des documents de l'aéronef et de ceux de son équipage ainsi que l'état apparent de l'aéronef et de ses équipements (examen dénommé « inspection au sol » dans la suite du présent article), pour autant que cela n'entraîne pas un retard déraisonnable.

4. Si une inspection ou une série d'inspections au sol donne lieu à :

(a) des motifs sérieux de penser qu'un aéronef ou son exploitation ne respecte pas les normes minimales en vigueur au moment considéré conformément à la Convention ; ou

(b) des motifs sérieux de craindre des déficiences dans l'adoption et la mise en œuvre effectives de normes de sécurité en vigueur au moment considéré conformément à la Convention ;

la Partie contractante qui effectue l'inspection est, aux fins de l'application de l'article 33 de la Convention, libre de conclure que les critères suivant lesquels les certificats, brevets ou licences relatifs à cet aéronef, à son exploitant ou à son équipage ont été délivrés ou validés ne sont pas égaux ou supérieurs aux normes minimales en vigueur au moment considéré conformément à la Convention.

5. En cas de refus d'accès à un aéronef exploité par le ou les transporteurs aériens d'une Partie contractante aux fins de son inspection au sol conformément au paragraphe 3 ci-dessus, l'autre Partie contractante est libre d'en déduire qu'il existe des motifs sérieux du type de ceux mentionnés au paragraphe 4 ci-dessus et d'en tirer les conclusions mentionnées au même paragraphe.

6. Chaque Partie contractante se réserve le droit de suspendre ou de modifier immédiatement l'autorisation d'exploitation accordée à un ou plusieurs transporteurs aériens de l'autre Partie contractante si, à la suite d'une inspection au sol, d'une série d'inspections au sol, d'un refus d'accès pour inspection au sol, de consultations ou de toute autre forme de dialogue, elle conclut à la nécessité d'agir immédiatement pour assurer la sécurité de l'exploitation d'un ou de plusieurs transporteurs aériens.

7. Toute mesure prise par une Partie contractante conformément aux paragraphes 2 ou 6 ci-dessus est suspendue dès que les faits qui l'ont motivée ont cessé d'exister.

8. Si la République française a désigné un transporteur aérien dont le contrôle réglementaire est exercé et assuré par un autre État membre de l'Union européenne, les droits de la République du Rwanda au titre du présent article s'appliquent également à l'adoption, à l'application ou à la mise en œuvre de normes de sécurité par cet État membre de l'Union européenne et à l'autorisation d'exploitation de ce transporteur aérien.

ARTICLE 10

SÛRETÉ DE L'AVIATION

1. Conformément à leurs droits et obligations en vertu du droit international, les Parties contractantes réaffirment que leur obligation mutuelle de protéger la sûreté de l'aviation civile contre les actes d'intervention illicite fait partie intégrante du présent Accord. Sans limiter la portée générale de leurs droits et obligations découlant du droit international, les Parties contractantes agissent, notamment, conformément aux dispositions de la Convention relative aux infractions et à certains autres actes survenant à bord des aéronefs signée à Tokyo le 14 septembre 1963, de la Convention pour la répression de la capture illicite d'aéronefs signée à La Haye le 16 décembre 1970, de la Convention pour la répression d'actes illicites dirigés contre la sécurité de l'aviation civile signée à Montréal le 23 septembre 1971, du Protocole pour la répression des actes illicites de violence dans les aéroports servant à l'aviation civile internationale, complémentaire à la Convention pour la répression d'actes illicites dirigés contre la sécurité de l'aviation civile, ouvert à la signature à Montréal le 24 février 1988, de la Convention sur le marquage des explosifs plastiques et en feuilles aux fins de détection signée à Montréal le 1^{er} mars 1991 et de tout autre accord multilatéral régissant la sûreté de l'aviation civile et liant les deux Parties contractantes.

2. Les Parties contractantes s'accordent mutuellement, sur demande, toute l'aide nécessaire pour prévenir les actes de capture illicite d'aéronefs civils et les autres actes illicites dirigés contre la sécurité desdits aéronefs, de leurs passagers, de leurs équipages, des aéroports et des installations de navigation aérienne, ainsi que toute autre menace pour la sûreté de l'aviation civile.

3. Les Parties contractantes agissent, dans leurs relations mutuelles, conformément aux dispositions relatives à la sûreté de l'aviation établies par l'Organisation de l'aviation civile internationale et désignées comme Annexes à la Convention, dans la mesure où ces dispositions leur sont applicables ; elles exigent que les exploitants d'aéronefs dont le siège principal d'exploitation ou la résidence permanente est situé sur leur territoire et, dans le cas de la République française, que les exploitants qui sont établis sur son territoire et possèdent une licence d'exploitation conformément au droit de l'Union européenne, ainsi que les exploitants des aéroports situés sur leur territoire, agissent conformément à ces dispositions relatives à la sûreté de l'aviation. Dans le présent paragraphe, la référence aux dispositions relatives à la sûreté de l'aviation inclut toute divergence notifiée par la Partie contractante concernée. Chaque Partie contractante informe à l'avance l'autre Partie contractante de son intention de notifier une éventuelle divergence concernant ces dispositions.

4. Chaque Partie contractante convient que ses exploitants d'aéronefs peuvent être tenus de respecter, pour la sortie du territoire de l'autre Partie contractante ou pendant le séjour sur ce territoire, les dispositions en matière de sûreté de l'aviation en vertu de la législation en vigueur dans ce pays, conformément à l'article 7 du présent Accord. Chaque Partie contractante fait en sorte que des mesures appropriées soient effectivement appliquées sur son territoire pour protéger les aéronefs et pour inspecter les passagers, les équipages, leurs bagages, le fret et les provisions de bord, avant et pendant l'embarquement ou le chargement. Chaque Partie contractante examine également avec bienveillance toute demande émanant de l'autre Partie contractante en vue d'instituer des mesures spéciales de sûreté raisonnables afin de faire face à une menace particulière.

5. En cas d'incident ou de menace d'incident de capture illicite d'un aéronef civil ou d'autres actes illicites dirigés contre la sécurité de passagers, d'équipages, d'aéronefs, d'aéroports ou d'installations de navigation aérienne, les Parties contractantes se prêtent mutuellement assistance en facilitant les communications et en prenant d'autres mesures appropriées destinées à mettre fin rapidement et en toute sécurité à cet incident ou à cette menace.

6. Si une Partie contractante a des motifs raisonnables d'estimer que l'autre Partie contractante n'a pas respecté les dispositions relatives à la sûreté de l'aviation prévues au présent article, elle peut demander l'ouverture de consultations immédiates avec l'autre Partie contractante. Sans préjudice des dispositions de l'article 4 du présent Accord, l'absence d'accord satisfaisant dans un délai de quinze (15) jours à compter de la date de cette demande constitue un motif de suspension des droits accordés aux Parties contractantes en vertu du présent Accord. En cas d'urgence constituée par une menace directe et exceptionnelle pour la sûreté de passagers, d'équipages ou d'aéronefs d'une Partie contractante et si l'autre Partie contractante ne s'est pas acquittée comme il convient des obligations qui découlent pour elle des paragraphes 4 et 5 du présent article, une Partie contractante peut prendre immédiatement, à titre provisoire, les mesures de protection appropriées pour parer à cette menace. Toute mesure prise conformément au présent paragraphe est suspendue dès que l'autre Partie contractante s'est conformée aux dispositions du présent article en matière de sûreté.

ARTICLE 11

ENVIRONNEMENT

1. Les Parties contractantes reconnaissent la nécessité de protéger l'environnement en favorisant le développement durable de l'aviation.

2. Les Parties contractantes entendent coopérer entre elles et avec la communauté internationale pour identifier les enjeux liés aux incidences de l'aviation internationale sur l'environnement et pour réduire au maximum ces incidences. Elles conviennent d'échanger des informations entre experts dans les domaines tels que la recherche et développement, les carburants durables pour l'aviation, les questions liées au bruit et d'autres mesures visant à réduire les émissions de gaz à effet de serre, en tenant compte des droits et obligations multilatéraux en matière environnementale qui leur incombent en vertu du droit international.

3. Les Parties contractantes reconnaissent la nécessité de prendre des mesures appropriées pour prévenir ou traiter les incidences du transport aérien sur l'environnement, pour autant que ces mesures soient totalement compatibles avec leurs droits et obligations, notamment les normes et pratiques recommandées prévues à l'annexe 16 de la Convention. Elles reconnaissent l'importance du programme de compensation et de réduction de carbone pour l'aviation internationale (CORSIA) dont elles sont membres toutes les deux, et elles conviennent de promouvoir ce programme dans leurs relations respectives avec des pays tiers.

ARTICLE 12

REDEVANCES D'USAGE

1. Les redevances d'usage qui peuvent être perçues par les autorités ou organismes compétents d'une Partie contractante auprès du ou des transporteurs aériens désignés de l'autre Partie contractante au titre de l'utilisation des installations et services aéroportuaires et des installations de sécurité, de sûreté, de navigation aérienne et autres qui relèvent de leur autorité doivent être justes, raisonnables, non discriminatoires et faire l'objet d'une répartition équitable entre les catégories d'utilisateurs. Elles ne doivent pas être plus élevées que celles qui sont perçues au titre de l'utilisation desdits services et installations par un autre transporteur aérien qui exploite les mêmes services internationaux ou des services analogues.

2. Ces redevances peuvent refléter, sans toutefois excéder, une part équitable du coût total supporté pour la mise à disposition des installations et services aéroportuaires ainsi que des services et installations de sécurité, de sûreté et de navigation aérienne. Les installations et services pour lesquels des redevances sont perçues sont fournis selon une approche économique et efficace. Les autorités ou organismes compétents de chaque Partie contractante notifient au(x) transporteur(s) aérien(s) désigné(s) de l'autre Partie contractante tout projet de modification significative de ces redevances ; cette notification doit intervenir dans un délai raisonnable précédant l'entrée en vigueur de ladite modification. En cas d'augmentation des redevances, chaque Partie contractante encourage les consultations entre les autorités ou organismes compétents sur son territoire et les transporteurs aériens qui utilisent les services et installations.

ARTICLE 13

DROITS DE DOUANE ET D'ACCISES

1. Chaque Partie contractante exonère les transporteurs aériens désignés de l'autre Partie contractante des restrictions à l'importation, des droits de douane et d'accises, des frais d'inspection et des autres droits et redevances sur les aéronefs, les carburants et lubrifiants, les fournitures techniques consommables, les pièces détachées, y compris les moteurs, équipements habituels, les équipements au sol, les aéronefs, les provisions de bord et les autres articles destinés à être utilisés ou utilisés uniquement en rapport avec l'exploitation ou l'entretien des aéronefs des transporteurs aériens désignés ou d'une autre Partie contractante exploitant des services agréés, ainsi que le stock de billets imprimés, les lettres de transport aérien, tout imprimé portant l'insigne du transporteur et le matériel publicitaire courant distribué gratuitement par ces transporteurs aériens désignés.

2. Les exonérations prévues par le présent article s'appliquent aux articles visés au paragraphe 1 qu'ils soient ou non utilisés ou consommés totalement sur le territoire de la Partie contractante accordant l'exonération, sous réserve que ces articles soient :

- a) introduits sur le territoire de l'une des Parties contractantes par les transporteurs aériens désignés de l'autre Partie contractante ou pour leur compte, mais pas aliénés sur le territoire de ladite Partie contractante ;
- b) conservés à bord de l'aéronef des transporteurs aériens désignés de l'une des Parties contractantes à leur arrivée dans l'autre Partie contractante ou leur départ de l'autre Partie contractante ;

- c) embarqués à bord de l'aéronef des transporteurs aériens désignés de l'une des Parties contractantes sur le territoire de l'autre Partie contractante et destinés à être utilisés pour l'exploitation des services agréés ;
- d) Les billets, brochures, prospectus, calendriers, agendas, papiers à en-tête et uniformes sur lesquels est gravé, imprimé ou marqué le logo du transporteur aérien, n'ayant pas de valeur commerciale et utilisés par les transporteurs aériens désignés de l'une des Parties contractantes sur le territoire de l'autre Partie contractante.

3. L'équipement aéroporté normal, l'équipement au sol, ainsi que les matériels et fournitures normalement conservés à bord de l'aéronef des transporteurs aériens désignés de l'une des Parties contractantes ne peuvent être déchargés sur le territoire de l'autre Partie contractante qu'avec l'accord des autorités douanières de ce territoire. Dans ce cas, ils peuvent être placés sous la surveillance desdites autorités jusqu'à ce qu'ils soient réexportés ou cédés d'une autre manière conformément à la législation et à la réglementation douanières.

4. Les bagages et le fret en transit direct sont exonérés des droits de douane et autres taxes et droits.

5. Les exonérations prévues au présent article sont également accordées lorsque les transporteurs aériens désignés d'une Partie contractante ont passé un contrat avec un autre transporteur aérien bénéficiant des mêmes exonérations de la part de l'autre Partie contractante pour le prêt ou le transfert sur le territoire de l'autre Partie contractante des articles mentionnés au paragraphe 1 du présent article.

6. Aucune disposition du présent Accord n'empêche d'imposer, de manière non discriminatoire :

- a) pour la République française, en application de la réglementation de l'Union européenne en la matière, des prélèvements, impôts, droits, taxes ou redevances sur le carburant fourni sur son territoire en vue d'une utilisation par un aéronef d'un transporteur aérien désigné conformément à l'article 3.2. (b) du présent Accord qui exploite une liaison entre un point situé sur le territoire de la République française et un autre point situé sur le territoire d'un État membre de l'Union européenne ;
- b) pour la République du Rwanda, en application de la réglementation rwandaise en la matière, des prélèvements, impôts, droits, taxes ou redevances sur le carburant fourni sur son territoire en vue d'une utilisation par un aéronef d'un transporteur aérien désigné conformément à l'article 3.2. (a) du présent Accord qui exploite une liaison entre deux points situés sur le territoire de la République du Rwanda.

ARTICLE 14

ACTIVITÉS COMMERCIALES

1. Le ou les transporteurs aériens désignés d'une Partie contractante ont le droit, sur la base de la réciprocité, d'établir des bureaux sur le territoire de l'autre Partie contractante aux fins de la promotion et de la vente de services de transport aérien.

2. Le ou les transporteurs aériens désignés d'une Partie contractante sont autorisés, sur la base de la réciprocité, à faire entrer et séjourner sur le territoire de l'autre Partie contractante son ou leur personnel de gestion, d'exploitation, commercial et tout autre personnel spécialisé

nécessaire pour assurer les transports aériens, en fonctions de leur besoin pour ses ou leurs opérations, y compris pour de brèves périodes n'excédant pas quatre-vingt-dix (90) jours.

3. Chaque Partie contractante accorde au personnel nécessaire du ou des transporteurs aériens désignés de l'autre Partie contractante, sur la base de la réciprocité, l'autorisation d'accéder, sur son territoire, à l'aéroport et aux zones en rapport avec l'exploitation des aéronefs, les équipages, les passagers et le fret d'un transporteur aérien désigné de l'autre Partie contractante.

4. Les lois et règlements de l'autre Partie contractante s'appliquent au personnel visé aux paragraphes 1, 2 et 3 du présent article tant qu'ils se trouvent sur le territoire de l'autre Partie contractante.

5. Les Parties contractantes s'assurent que les passagers, quelle que soit leur nationalité, puissent acheter des billets auprès du transporteur aérien de leur choix, en monnaie locale ou en toute devise librement convertible acceptée par ce transporteur aérien. Ces principes s'appliquent également au transport de fret.

6. Sur la base de la réciprocité, le ou les transporteurs aériens désignés d'une Partie contractante ont, sur le territoire de l'autre Partie contractante, le droit de procéder, en monnaie locale ou en toute devise librement convertible, à la vente de billets de transport aérien de passagers et de fret, dans leurs propres bureaux comme par l'intermédiaire des agents accrédités de leur choix. Le ou les transporteurs aériens désignés d'une Partie contractante ont le droit d'ouvrir et de conserver, sur le territoire de l'autre Partie contractante, des comptes bancaires nominatifs dans la monnaie de l'une ou l'autre des Parties contractantes ou en toute devise librement convertible, à leur discrétion.

ARTICLE 15

ACCORDS DE COOPERATION COMMERCIALE

1. Pour l'exploitation de services agréés, le ou les transporteurs aériens désignés de chaque Partie contractante peuvent conclure des accords de coopération commerciale, notamment des accords de réservation de capacité, de partage de codes ou tout autre accord de coentreprise :

- (a) avec un ou plusieurs transporteurs aériens de l'une ou l'autre des Parties contractantes ; et
- (b) avec un ou plusieurs transporteurs aériens d'un pays tiers.

2. Le ou les transporteurs aériens de fait concernés par lesdits accords de coopération commerciale doivent disposer des autorisations adéquates et des droits de trafic correspondants, y compris ceux relatifs aux routes et aux enveloppes de capacité, et satisfaire aux critères normalement applicables à de tels accords.

3. Tous les transporteurs aériens contractuels concernés par lesdits accords de coopération commerciale doivent disposer des autorisations adéquates et des droits correspondants relatifs aux routes, et satisfaire aux critères normalement applicables à de tels accords.

4. La capacité totale exploitée par les services aériens assurés dans le cadre desdits accords de coopération commerciale n'est décomptée que de l'enveloppe de capacité de la Partie contractante qui a désigné le ou les transporteurs aériens de fait. La capacité proposée pour ces services par le ou les transporteurs aériens contractuels n'est pas décomptée de l'enveloppe de capacité de la Partie contractante qui a désigné ce transporteur.

5. Les autorités aéronautiques de chaque Partie contractante peuvent demander non seulement au(x) transporteur(s) aérien(s) de fait, mais aussi au(x) transporteur(s) aérien(s) contractuel(s) de soumettre leurs programmes pour approbation.

6. Lors de la vente de services dans le cadre desdits accords de coopération commerciale, le transporteur aérien concerné ou son agent informent l'acquéreur, au moment de la vente, de l'identité du transporteur aérien de fait sur chaque tronçon du service et de l'identité du ou des transporteurs aériens avec lesquels il conclut un contrat.

7. Les transporteurs aériens des deux Parties contractantes sont autorisés à recourir, en rapport avec le transport aérien international et sous leur propre nom, à tout transport de surface de passagers et/ou de fret au travers d'accords de partage de codes, sur les routes prévues en Annexe, à condition que le passager soit informé du mode de transport concerné.

ARTICLE 16

TRANSFERT DES EXCÉDENTS DE RECETTES

1. Chaque Partie contractante accorde au(x) transporteur(s) aérien(s) désigné(s) de l'autre Partie contractante le droit de transférer librement l'excédent des recettes par rapport aux dépenses, réalisées par ce transporteur sur son territoire en rapport avec le transport de passagers, de bagages, de courrier et de fret, ainsi que d'autres activités liées au transport aérien.

2. Sa conversion et son transfert sont autorisés promptement, sans restriction ni imposition, au taux de change applicable aux transactions courantes et aux transferts à la date à laquelle le transporteur aérien en fait la demande initiale, et effectués conformément aux lois et règlements en vigueur.

3. Si le régime des paiements entre les Parties contractantes est régi par un accord particulier, ledit accord s'applique.

ARTICLE 17

SERVICES D'ASSISTANCE EN ESCALE

Sous réserve des lois et règlements en vigueur de chaque Partie contractante, chaque transporteur aérien a le droit, sur le territoire de l'autre Partie contractante, de fournir lui-même les services d'assistance en escale (auto-assistance) ou, à son gré, de choisir parmi les prestataires concurrents qui fournissent des services d'assistance en escale en totalité ou en partie. Lorsque les lois et règlements applicables limitent ou excluent l'auto-assistance et lorsqu'il n'y a pas de concurrence effective entre les prestataires d'assistance en escale, chaque

transporteur aérien désigné est traité de manière non discriminatoire en ce qui concerne l'accès à l'auto-assistance et aux services d'assistance en escale fournis par un ou plusieurs prestataires.

ARTICLE 18

TARIFS

1. Les tarifs (y compris les taxes et les surtaxes) à appliquer par les transporteurs aériens désignés de chaque Partie contractante sont fixés à des niveaux raisonnables, librement et de manière indépendante, en tenant dûment compte de tous les facteurs pertinents, y compris les coûts d'exploitation, le prix du carburant, les caractéristiques du service et un bénéfice raisonnable.
2. Chaque Partie contractante peut demander la notification à ses autorités aéronautiques ou l'enregistrement auprès de celles-ci des tarifs que les transporteurs aériens désignés de l'autre Partie contractante entendent appliquer au départ ou à destination de son territoire. La notification ou l'enregistrement, par les transporteurs aériens des deux Parties contractantes, peuvent être requis au maximum trente (30) jours avant la date prévue d'entrée en vigueur. Dans certains cas, la notification ou l'enregistrement peuvent être autorisés dans des délais plus courts que ceux normalement prévus.
3. Sans préjudice des lois en matière de concurrence et de protection du consommateur en vigueur dans chaque Partie contractante, l'intervention des Parties contractantes se limite :
 - (a) à la protection du consommateur par rapport à des prix déraisonnablement élevés ou restrictifs en raison d'un abus de position dominante ;
 - (b) à la protection des transporteurs aériens par rapport à des prix artificiellement bas en raison de subventions ou d'aides directes ou indirectes ;
 - (c) à la protection des transporteurs aériens par rapport à des prix artificiellement bas, avec l'intention avérée d'éliminer la concurrence.
4. Si les autorités aéronautiques de l'une des Parties contractantes estiment qu'un tarif ne répond pas aux critères énoncés au paragraphe 1 ou relève des catégories visées au paragraphe 3 a), 3 b) ou 3 c), elles envoient une notification motivée de leur désapprobation aux autorités aéronautiques de l'autre Partie contractante aussi tôt que possible et, en tout état de cause, au plus tard trente (30) jours après la date de notification, d'enregistrement ou d'affichage sur les systèmes de réservation publics du tarif en question. En outre, elles peuvent demander des consultations à ce sujet avec les autorités aéronautiques de l'autre Partie contractante. Ces consultations ont lieu dans un délai de trente (30) jours à compter de la réception de la demande. Les tarifs sont considérés comme approuvés, sauf si les Autorités aéronautiques des deux Parties sont convenues de les désapprouver par écrit.

ARTICLE 19

APPROBATION DES PROGRAMMES D'EXPLOITATION

1. Le ou les transporteur(s) aérien(s) désigné(s) de chaque Partie contractante soumettent les horaires des services prévus pour approbation aux autorités aéronautiques de l'autre Partie contractante, trente (30) jours au moins avant la mise en exploitation des services agréés sur les routes spécifiées, et précisent la fréquence des services, les types d'aéronefs, leur configuration, la nature du service et le nombre de sièges à la disposition du public. Cette disposition s'appliquera également à toute modification ultérieure. Dans certains cas, ce délai peut être réduit sous réserve de l'accord desdites autorités.

2. Si un transporteur aérien désigné souhaite exploiter des vols ad hoc en sus des vols couverts par les horaires approuvés, il doit obtenir l'autorisation préalable des autorités aéronautiques de la Partie contractante concernée dans les mêmes conditions que celles qui sont mentionnées au paragraphe 1.

ARTICLE 20

TRANSIT

1. Les passagers et le fret en transit via le territoire d'une Partie contractante sont soumis à des contrôles simplifiés.

2. Le fret et les bagages en transit via le territoire d'une Partie contractante sont exonérés de tous droits de douane, frais d'inspection et autres droits et redevances.

ARTICLE 21

STATISTIQUES

Les autorités aéronautiques d'une Partie contractante communiquent aux autorités aéronautiques de l'autre Partie contractante ou leur font communiquer, à leur demande, par leur(s) transporteur(s) aérien(s) désigné(s) les documents statistiques qui peuvent être raisonnablement nécessaires pour examiner l'exploitation des services agréés.

ARTICLE 22

CONSULTATIONS ET MODIFICATIONS

1. Les autorités aéronautiques des Parties contractantes se consultent aussi souvent que cela est jugé nécessaire, dans un esprit d'étroite coopération, afin de veiller à l'application satisfaisante des principes et des dispositions du présent Accord. Ces consultations commencent dans un délai de soixante (60) jours à compter de la date de réception d'une demande de consultations émanant d'une Partie contractante.

2. Chaque Partie contractante peut à tout moment demander à l'autre Partie contractante des consultations afin d'interpréter les dispositions du présent Accord ou de procéder à tout amendement ou à toute modification des dispositions du présent Accord ou de son Annexe qu'elle estime souhaitable. Ces consultations peuvent avoir lieu entre les autorités aéronautiques et se dérouler oralement ou par correspondance. Ces consultations commencent dans un délai de soixante (60) jours à compter de la date de réception d'une demande de consultations émanant d'une Partie contractante.

3. Les amendements ou modifications du présent Accord convenus entre les Parties contractantes en vertu des dispositions du paragraphe 2 du présent article entrent en vigueur, en tant que de besoin, après confirmation par la voie diplomatique de l'accomplissement des procédures internes requises dans chaque Partie Contractante.

ARTICLE 23

RÈGLEMENT DES DIFFÉRENDS

1. En cas de différend entre les Parties contractantes au sujet de l'interprétation ou de l'application du présent Accord, les Parties contractantes s'efforcent en premier lieu de le régler par voie de négociations directes entre les autorités aéronautiques, conformément aux dispositions de l'article 22 du présent Accord.

2. Si les autorités aéronautiques des Parties contractantes ne parviennent pas à se mettre d'accord, le différend est réglé par voie de consultations diplomatiques. Ces consultations commencent dans un délai maximum de soixante (60) jours à compter de la date de réception d'une demande de consultations émanant d'une Partie contractante.

3. Si les Parties contractantes ne parviennent pas à un règlement par voie de négociations conformément aux paragraphes 1 et 2 du présent article, elles peuvent convenir de soumettre le différend pour décision soit à une personne ou à un organisme désignés d'un commun accord, soit, à la demande de l'une ou l'autre des Parties contractantes, à un tribunal composé de trois arbitres. Dans ce cas, chaque Partie contractante désigne un arbitre et le troisième arbitre, qui ne doit pas être ressortissant de l'une ou l'autre des Parties contractantes, est désigné par ces deux arbitres et exerce les fonctions de président du tribunal. Chaque Partie contractante désigne son arbitre dans les soixante (60) jours suivant la date de réception par l'une ou l'autre d'entre elles, par la voie diplomatique, de la demande d'arbitrage émanant de l'autre Partie contractante ; le troisième arbitre est désigné dans les soixante (60) jours suivant la désignation des deux premiers. Si l'une des Parties contractantes ne désigne pas d'arbitre dans le délai prescrit ou si le troisième arbitre n'a pas été désigné dans le délai prescrit, le président du Conseil de l'Organisation de l'aviation civile internationale peut, à la demande de l'une des Parties contractantes, procéder à la désignation d'un ou, selon le cas, de plusieurs arbitres.

4. Le tribunal d'arbitrage fixe librement ses règles de procédure. Les frais de chacun des arbitres nationaux sont à la charge de la Partie contractante qui l'a désigné. Toutes les autres dépenses du tribunal d'arbitrage sont partagées à égalité entre les Parties contractantes.

5. Les Parties contractantes se conforment à toute décision rendue conformément au paragraphe 3 du présent article.

6. Si l'une des Parties contractantes ne se conforme pas à une décision rendue conformément au paragraphe 3 du présent article et tant qu'elle persiste à ne pas s'y conformer, l'autre Partie contractante peut limiter, refuser ou abroger tout droit ou privilège accordé en vertu du présent Accord.

ARTICLE 24

ACCORDS MULTILATÉRAUX

Si, après l'entrée en vigueur du présent Accord, les deux Parties contractantes deviennent liées par un accord multilatéral traitant de questions régies par le présent Accord, les dispositions dudit accord prévalent. Les deux Parties contractantes peuvent procéder à des consultations conformément à l'article 22 du présent Accord afin d'établir dans quelle mesure le présent Accord est affecté par les dispositions dudit accord multilatéral et s'il convient de réviser le présent Accord pour tenir compte dudit accord multilatéral.

ARTICLE 25

DÉNONCIATION

Chacune des Parties contractantes peut à tout moment notifier par écrit et par la voie diplomatique son intention de dénoncer le présent Accord. Cette notification doit être adressée simultanément à l'Organisation de l'aviation civile internationale. Dans ce cas, le présent Accord prend fin douze (12) mois après la date de réception de la notification par l'autre Partie contractante, sauf retrait de la dénonciation décidé d'un commun accord avant l'expiration de ce délai. Si l'autre Partie contractante n'accuse pas réception de la notification, celle-ci est réputée avoir été reçue quinze (15) jours après la date à laquelle l'Organisation de l'aviation civile internationale en a accusé réception.

ARTICLE 26

ENREGISTREMENT AUPRÈS DE L'ORGANISATION DE L'AVIATION CIVILE INTERNATIONALE

Le présent Accord sera enregistré auprès de l'Organisation de l'aviation civile internationale par les deux Parties contractantes dans les 60 jours suivant son entrée en vigueur.

ARTICLE 27

ENTRÉE EN VIGUEUR

Le présent Accord remplace l'Accord entre le Gouvernement de la République française et le Gouvernement de la République rwandaise relatif au transport aérien, signé à Kigali le 10 mai 1973.

Chaque Partie contractante notifie à l'autre, par la voie diplomatique, l'accomplissement des procédures constitutionnelles requises en ce qui la concerne pour l'entrée en vigueur du présent

Accord qui prend effet le premier jour du deuxième mois suivant le jour de la réception de la dernière notification.

En foi de quoi, les soussignés, dûment autorisés par leur Gouvernement respectif, ont signé le présent Accord.

Fait à Kigali le 6 avril 2024 en double exemplaire, en français.

POUR LE GOUVERNEMENT DE LA
RÉPUBLIQUE DU RWANDA

POUR LE GOUVERNEMENT DE LA
RÉPUBLIQUE FRANÇAISE

A handwritten signature in black ink, appearing to read 'Vincent BIRUTA', with a long horizontal stroke extending to the right.

Vincent BIRUTA
Ministre des Affaires étrangères
et de la Coopération internationale

A handwritten signature in blue ink, appearing to read 'Stéphane SÉJOURNÉ', with a long horizontal stroke extending to the right.

Stéphane SÉJOURNÉ
Ministre de l'Europe
et des Affaires étrangères

ANNEXETABLEAU DES ROUTES

1. Route pouvant être exploitée par le ou les transporteurs aériens désignés de la République française :

Points au départ	Points intermédiaires	Points au Rwanda	Points au-delà du Rwanda
Points en France	Tous Points	Tous Points	Tous Points

2. Route pouvant être exploitée par le ou les transporteurs aériens désignés de la République du Rwanda :

Points au départ	Points intermédiaires	Points en France	Points au-delà de la France
Points au Rwanda	Tous Points	Tous Points	Tous Points

Notes :

a) Le ou les transporteurs aériens désignés de chaque Partie contractante peuvent, à leur convenance, sur tout ou partie de leurs services :

- exploiter des vols dans un sens ou dans les deux sens ;
- omettre des escales en un ou plusieurs points des routes spécifiées ;
- modifier l'ordre de desserte des points des routes spécifiées (avec la possibilité de desservir des points intermédiaires en qualité de points au-delà et vice-versa, ainsi que celle d'omettre des escales dans un des sens du service) ;
- achever leur desserte sur le territoire de l'autre Partie contractante ou au-delà ;
- desservir des points de co-terminalisation sur les routes spécifiées du territoire de l'autre Partie contractante, à condition que les services correspondants commencent ou prennent fin sur le territoire de la Partie contractante qui a désigné le transporteur aérien.

b) L'exercice de droits de trafic de cinquième liberté fait l'objet d'un échange de lettres entre les autorités aéronautiques des deux Parties contractantes.

c) Sur tout segment des routes ci-dessus, un transporteur aérien désigné de l'une ou l'autre des Parties contractantes peut, en tout point, redistribuer le trafic sans restriction quant au type ou au nombre d'aéronefs exploités. Cette faculté est ouverte pour autant que le transport au-delà de ce point constitue une exploitation secondaire par rapport au service principal sur la route spécifiée.

d) Conformément au paragraphe 3 de l'article 2 de l'accord, aucune disposition du présent tableau des routes ne peut être interprétée comme conférant au transporteur aérien d'une Partie contractante le droit d'embarquer sur le territoire de l'autre Partie contractante, moyennant location ou rémunération, des passagers, leurs bagages ou du fret, y compris du courrier, à destination d'un autre point situé sur le territoire de cette autre Partie contractante.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 032/2025 ryo ku wa 16/12/2025 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika y'Ubufaransa yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 06 Mata 2024	Seen to be annexed to Law n° 032/2025 of 16/12/2025 approving the ratification of the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of France relating to Air Services, signed at Kigali, Rwanda, on 06 April 2024	Vu pour être annexé à la Loi n° 032/2025 du 16/12/2025 approuvant la ratification de l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République française relatif aux services aériens, signé à Kigali, au Rwanda, le 06 avril 2024
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Kigali, 16/12/2025

(sé)

KAGAME Paul

Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NSENGIYUMVA Justin

Minisitiri w'Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

Seen and sealed with the Seal of the Republic:

Vu et scellé du Sceau de la République:

(sé)

Dr UGIRASHEBUJA Emmanuel

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

ITEGEKO N° 033/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA JEWORUJIYA NA GUVERINOMA YA REPUBULIKA Y’U RWANDA YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KUALA LUMPUR, MURI MALEZIYA, KU WA 23 UKWAKIRA 2024 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu <u>Ingingo ya 2:</u> Ingingo y’ururimi <u>Ingingo ya 3:</u> Gutangira gukurikizwa	LAW N° 033/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF GEORGIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KUALA LUMPUR, MALAYSIA, ON 23 OCTOBER 2024 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Approval for ratification <u>Article 2:</u> Language provision <u>Article 3:</u> Entry into force	LOI N° 033/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE GÉORGIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KUALA LUMPUR, EN MALAISIE, LE 23 OCTOBRE 2024 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Approbation pour ratification <u>Article 2:</u> Disposition linguistique <u>Article 3:</u> Entrée en vigueur
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ITEGEKO N° 033/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA JEWORUJIYA NA GUVERINOMA YA REPUBULIKA Y’U RWANDA YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KUALA LUMPUR, MURI MALEZIYA, KU WA 23 UKWAKIRA 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y’U RWANDA INTEKO ISHINGA AMATEGEKO: Umutwe w’Abadepite, mu nama yawo yo ku wa 07 Ukwakira 2025;	LAW N° 033/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF GEORGIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KUALA LUMPUR, MALAYSIA, ON 23 OCTOBER 2024 We, KAGAME Paul, President of the Republic; THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA THE PARLIAMENT: The Chamber of Deputies, in its sitting of 07 October 2025;	LOI N° 033/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE GÉORGIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KUALA LUMPUR, EN MALAISIE, LE 23 OCTOBRE 2024 Nous, KAGAME Paul, Président de la République; LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU’ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA LE PARLEMENT: La Chambre des Députés, en sa séance du 07 octobre 2025;
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Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 64 n'iya 168; Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Jeworujya na Guverinoma ya Repubulika y'u Rwanda yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kuala Lumpur, muri Maleziya, ku wa 23 Ukwakira 2024; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Jeworujya na Guverinoma ya Repubulika y'u Rwanda yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kuala Lumpur, muri Maleziya, ku wa 23 Ukwakira 2024, ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2:</u> Ingingo y'ururimi Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda	Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168; After consideration of the Air Services Agreement between the Government of Georgia and the Government of the Republic of Rwanda, signed at Kuala Lumpur, Malaysia, on 23 October 2024; ADOPTS: <u>Article One:</u> Approval for ratification The Air Services Agreement between the Government of Georgia and the Government of the Republic of Rwanda, signed at Kuala Lumpur, Malaysia, on 23 October 2024, in Annex, is approved for ratification. <u>Article 2:</u> Language provision This Law was drafted in English, considered and adopted in Ikinyarwanda.	Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168; Après examen de l'Accord sur les services aériens entre le Gouvernement de Géorgie et le Gouvernement de la République du Rwanda, signé à Kuala Lumpur, en Malaisie, le 23 octobre 2024; ADOpte: <u>Article premier:</u> Approbation pour ratification L'Accord sur les services aériens entre le Gouvernement de Géorgie et le Gouvernement de la République du Rwanda, signé à Kuala Lumpur, en Malaisie, le 23 octobre 2024, en annexe, est approuvé pour ratification. <u>Article 2:</u> Disposition linguistique La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.
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<u>Ingingo ya 3: Gutangira gukurikizwa</u> Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<u>Article 3: Entry into force</u> This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 3: Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 16/12/2025

(sé)

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

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

UMUGEREKA W'ITEGEKO N° 033/2025 RYO KU WA 16/12/2025 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA JEWORUJIYA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KUALA LUMPUR, MURI MALEZIYA, KU WA 23 UKWAKIRA 2024	ANNEX TO LAW N° 033/2025 OF 16/12/2025 APPROVING THE RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF GEORGIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KUALA LUMPUR, MALAYSIA, ON 23 OCTOBER 2024	ANNEXE À LA LOI N° 033/2025 DU 16/12/2025 APPROUVANT LA RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE GÉORGIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KUALA LUMPUR, EN MALAISIE, LE 23 OCTOBRE 2024
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AMASEZERANO HAGATI YA GUVERINOMA YA JEWORUJIYA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KUALA LUMPUR, MURI MALEZIYA, KU WA 23 UKWAKIRA 2024	AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF GEORGIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KUALA LUMPUR, MALAYSIA, ON 23 OCTOBER 2024	ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE GÉORGIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KUALA LUMPUR, EN MALAISIE, LE 23 OCTOBRE 2024
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AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF GEORGIA
AND
THE GOVERNMENT OF THE REPUBLIC OF RWANDA

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The Government of Georgia 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 competition among airlines in the marketplace with minimum government interference and regulation;

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;

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

Have agreed as follows:

Article 1 *Definitions*

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

1. "Aeronautical authorities" means, in the case of Georgia shall mean the Ministry of Economy and sustainable development of Georgia and/or the Civil Aviation Agency, and in the case of Republic of Rwanda the Ministry in charge of Civil Aviation; and in both cases, 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. "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;

Article 2 *Grant of Rights*

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

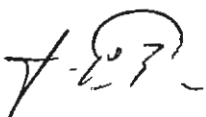
- a. the right to fly across its territory without landing;
- b. the right to make stops in its territory for non-traffic purposes.

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.

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 behind, intermediate, and beyond points 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 other aircraft at any point on the routes;
- f. Serve points behind any point or points in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services;
- g. Make stopovers at any points whether within or outside the territory of the other Party;
- h. Carry transit traffic through the other Party's territory; and
- i. Combine traffic on the same aircraft regardless of where such traffic originates;

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



4. 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.

5. 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

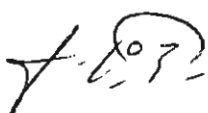
Designation and Authorisation

1. Each Contracting Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services 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 Georgia:
 - (i) it is established in the territory of Georgia in accordance with the legislation of Georgia and has a valid Operating certificate in accordance with Georgian law ; and
 - (ii) effective regulatory control of the airline is exercised and maintained by Georgia;
- b) in the case of an airline designated by Rwanda:
 - (i) it is established in the territory of Rwanda and is licensed in accordance with the applicable law of the Republic of Rwanda, and
 - (ii) Rwanda 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.

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 Georgia:
 - (i) it is not established in the territory of Georgia under the Georgian law or does not have a valid Operating certificate in accordance with the legislation of Georgia; or
 - (ii) effective regulatory control of the airline is not exercised or not maintained by Georgia;
- b) in the case of an airline designated by Rwanda:
 - (i) it is not established in the territory of Rwanda and is not licensed in accordance with the applicable law of the Republic of Rwanda or
 - (ii) Rwanda is not maintaining effective regulatory control of the airline; or
- 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, 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 the said territory.

3. Passengers, baggage and cargo in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, except in respect of security measures against acts of violence, smuggling of narcotics and air piracy, be subject to no more than a simplified control.

4. Neither Contracting Party shall give preference to its own or any other airline over a designated airline of the other Contracting Party engaged in similar international air services in the application of its immigration, customs, quarantine and similar regulations.

Article 6

Exemption from Taxes, import 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, import 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. There 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;

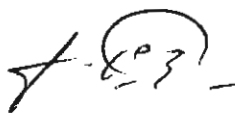
b) spare parts, including engines, introduced into the territory of one Contracting Party for the maintenance or repair of aircraft engaged in an international air service of a designated airline of the other Contracting Party;

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, import 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

Capacity provisions

1. Each Contracting Party shall allow a fair and equal opportunity for the designated airlines of both Contracting Parties to compete in providing and selling 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.

3. 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, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

4. 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.

5. The Designated Airlines of each Contracting Party shall submit for approval to the Aeronautical Authority of the other Contracting Party prior to the inauguration of its services, the timetable of intended services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.

6. If a Designated Airline wishes to operate ad-hoc flights supplementary to those covered in the approved timetables, it shall obtain prior permission of the Aeronautical Authority of the Contracting Party concerned.

Article 8

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; 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. Neither Contracting Party shall require the notification or filing by a designated airline of the other Contracting Party of prices charged by charterers to the public, 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 access, on request, to information on 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.

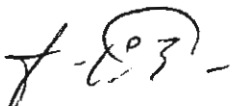
Article 9

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.

2. Airlines of the two 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. Each Contracting Party



shall refrain from restricting the right of a designated airline of the other Contracting Party to sell, and of any person to purchase such transportation.

4. The designated airlines of each Contracting Party shall be permitted to pay for local expenses, including, but not limited to, 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 10 *Ground handling*

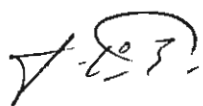
Each designated airline shall have the right to provide their own ground handling services in the territory of the other Contracting Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorized for the provision of such services. Where or 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 11 *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 16 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 12

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.

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 a search by the authorised representatives of the other Contracting Party, provided that 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 Contracting Party reserves the right to immediately suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party.

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

6. With reference to paragraph 2 above, if it is determined that a Contracting Party remains in non-compliance with the standards established at that time pursuant to the Convention when the agreed time period has lapsed, the Secretary General of the International Civil Aviation

Organization should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

7. Where one Contracting Party has designated an airline whose regulatory control is exercised and maintained by a third 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 third State and in respect of the operating authorisation of that airline.

Article 13 *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, 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. 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 14 *Intermodal Services*

Notwithstanding any other provision of this Agreement, designated airlines and indirect providers of cargo transportation of both Contracting Parties shall be permitted, without restriction, to employ in connection with international air services any surface transportation for cargo to or from any point in the territories of the Contracting Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport 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 air cargo services. Such intermodal cargo services may be offered at a single through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

Article 15 *Fair competition*

Each Contracting Party shall, where necessary, take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the designated airline(s) of the other Contracting Party.

Article 16 *Consultations and Settlement of Disputes*

1. In a spirit of close co-operation, the aeronautical authorities of either Contracting Party may at any time request consultations and/or negotiations related to the implementation, interpretation, application and satisfactory compliance with the provisions of this Agreement.



Such consultations shall begin within a period of sixty (60) days from the date of the receipt of such a request, unless otherwise agreed between the aeronautical authorities.

2. Any dispute which cannot be resolved by consultations and/or negotiations may, at the request of either Contracting Party, be submitted to a mediator or a dispute settlement panel. Such a mediator or panel may be used for mediation, determination of the substance of the dispute or to recommend a remedy or resolution of the dispute.

3. The Contracting Parties shall agree in advance on the terms of reference of the mediator or of the panel, the guiding principles or criteria and the terms of access to the mediator or the panel. They shall also consider, if necessary, providing for an interim relief and the possibility for the participation of any Party that may be directly affected by the dispute, bearing in mind the objective and need for a simple, responsive and expeditious process.

4. A mediator or the members of a panel may be appointed from a roster of suitably qualified aviation experts maintained by the International Civil Aviation Organization (ICAO). The selection of the expert or experts shall be completed within fifteen (15) days of receipt of the request for submission to a mediator or to a panel. If the Contracting Parties fail to agree on the selection of an expert or experts, the selection may be referred to the President of the Council of ICAO. Any expert used for this mechanism should be adequately qualified in the general subject of the dispute.

5. A mediation should be completed within sixty (60) days of engagement of the mediator or the panel, and any determination including, if applicable, any recommendation, should be rendered within sixty (60) days of engagement of the expert or experts. The Contracting Parties may agree in advance that the mediator or the panel may grant interim relief to the complainant, if requested, in which case a determination shall be made initially.

6. The Contracting Parties shall cooperate in good faith to advance the mediation and to implement the decision or determination of the mediator or the panel, unless they otherwise agree in advance to be bound by decision or determination. If the Contracting Parties agree in advance to request only a determination of the facts, they shall use those facts for resolution of the dispute.

7. The costs of this mechanism shall be estimated upon initiation and apportioned equally, but with the possibility of re-apportionment under the final decision.

8. The mechanism is without prejudice to the continuing use of the consultation process, the subsequent use of arbitration, or termination of the Agreement under Article 19.

Article 17 *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

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consultations shall be approved by each Contracting Party in accordance with its legal procedures and shall enter into force in accordance with the article 21 of this agreement.

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 18 *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 16 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 19 *Termination*

1. Each Contracting Party may terminate the Agreement by giving a written notice of termination to the other Contracting Party through the diplomatic channels. 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 20 *Registration with ICAO*

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

Article 21 *Entry into force*

This Agreement shall enter into force on the first day of the next month following the day of the receipt of the last written notification through the diplomatic channels, by which the Contracting Parties shall notify each other on the completion of internal procedures necessary for the entry into force of this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement in duplicate in Georgian and English languages, all

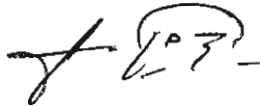
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texts being equally authentic. In case of divergence in the interpretation of the provisions of the Agreement, the English text shall prevail.

Done at Kuala Lumpur on 23/10/2024

For the Government of Georgia



Givi Davitashvili
Director of the Civil Aviation Agency

For the Government of the Republic of
Rwanda



Winnie Ngamije
Deputy Director General-Rwanda CAA

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 033/2025 ryo ku wa 16/12/2025 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Jeworujya na Guverinoma ya Repubulika y'u Rwanda yerekeranye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kuala Lumpur, muri Maleziya, ku wa 23 Ukwakira 2024	Seen to be annexed to Law n° 033/2025 of 16/12/2025 approving the ratification of the Air Services Agreement between the Government of Georgia and the Government of the Republic of Rwanda, signed at Kuala Lumpur, Malaysia, on 23 October 2024	Vu pour être annexé à la Loi n° 033/2025 du 16/12/2025 approuvant la ratification de l'Accord sur les services aériens entre le Gouvernement de Géorgie et le Gouvernement de la République du Rwanda, signé à Kuala Lumpur, en Malaisie, le 23 octobre 2024
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Kigali, 16/12/2025

(sé)

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

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

ITEKA RYA PEREZIDA N° 021/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA KANADA YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YAKOREWE I KIGALI, MU RWANDA, KU WA 25 KAMENA 2022 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemeza burundu <u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka <u>Ingingo ya 3:</u> Ingingo y’ururimi <u>Ingingo ya 4:</u> Gutangira gukurikizwa	PRESIDENTIAL ORDER N° 021/01 OF 17/12/2025 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF CANADA ON AIR TRANSPORT, DONE AT KIGALI, RWANDA, ON 25 JUNE 2022 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Ratification <u>Article 2:</u> Authorities responsible for the implementation of this Order <u>Article 3:</u> Language provision <u>Article 4:</u> Entry into force	ARRÊTÉ PRÉSIDENTIEL N° 021/01 DU 17/12/2025 RATIFIANT L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU CANADA SUR LE TRANSPORT AÉRIEN, FAIT À KIGALI, AU RWANDA, LE 25 JUIN 2022 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Ratification <u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté <u>Article 3:</u> Disposition linguistique <u>Article 4:</u> Entrée en vigueur
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ITEKA RYA PEREZIDA N° 021/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA KANADA YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YAKOREWE I KIGALI, MU RWANDA, KU WA 25 KAMENA 2022	PRESIDENTIAL ORDER N° 021/01 OF 17/12/2025 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF CANADA ON AIR TRANSPORT, DONE AT KIGALI, RWANDA, ON 25 JUNE 2022	ARRÊTÉ PRÉSIDENTIEL N° 021/01 DU 17/12/2025 RATIFIANT L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU CANADA SUR LE TRANSPORT AÉRIEN, FAIT À KIGALI, AU RWANDA, LE 25 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° 030/2025 ryo ku wa 16/12/2025 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y’u Rwanda na Guverinoma ya Kanada yerekeranye no gutwara abantu n’ibintu mu kirere, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 25 Kamena 2022;	Pursuant to Law n° 030/2025 of 16/12/2025 approving the ratification of the Agreement between the Government of the Republic of Rwanda and the Government of Canada on Air Transport, signed at Kigali, Rwanda, on 25 June 2022;	Vu la Loi n° 030/2025 du 16/12/2025 approuvant la ratification de l’Accord sur le transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement du Canada, signé à Kigali, au Rwanda, le 25 juin 2022;
Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y’u Rwanda na Guverinoma ya Kanada yerekeranye no gutwara abantu n’ibintu mu kirere,	Considering the Agreement between the Government of the Republic of Rwanda and the Government of Canada on air transport, done at Kigali, Rwanda, on 25	Considérant l’Accord entre le Gouvernement de la République du Rwanda et le Gouvernement du Canada sur le transport aérien, fait à Kigali, au

yakorewe i Kigali mu Rwanda, ku wa 25 Kamena 2022; Bisabwe na Minisitiri w'Ibikorwa Remezo; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE: <u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Kanada yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Kigali mu Rwanda, ku wa 25 Kamena 2022, ari ku mugereka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. <u>Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka</u> Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.	June 2022; On proposal by the Minister of Infrastructure; After consideration and approval by the Cabinet; DO ORDER: <u>Article One: Ratification</u> The Agreement between the Government of the Republic of Rwanda and the Government of Canada on air transport, done at Kigali, Rwanda, on 25 June 2022, in Annex, is ratified and becomes fully effective. <u>Article 2: Authorities responsible for the implementation of this Order</u> The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.	Rwanda, le 25 juin 2022; Sur proposition du Ministre des Infrastructures; Après examen et adoption par le Conseil des Ministres; ARRÊTONS: <u>Article premier: Ratification</u> L'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement du Canada sur le transport aérien, fait à Kigali, au Rwanda, le 25 juin 2022, en annexe, est ratifié et sort son plein et entier effet. <u>Article 2: Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.
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<u>Ingingo ya 3: Ingingo y’ururimi</u> Iri teka ryateguwe mu rurimi rw’Icyongereza.	<u>Article 3: Language provision</u> This Order was drafted in English.	<u>Article 3: Disposition linguistique</u> Le présent arrêté a été rédigé en anglais.
<u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.	<u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 4: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 17/12/2025

(sé)

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

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

UMUGEREKA W'ITEKA RYA PEREZIDA N° 021/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA KANADA YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, MU RWANDA, KU WA 25 KAMENA 2022	ANNEX TO PRESIDENTIAL ORDER N° 021/01 OF 17/12/2025 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF CANADA ON AIR TRANSPORT, DONE AT KIGALI, RWANDA, ON 25 JUNE 2022	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 021/01 DU 17/12/2025 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU CANADA SUR LE TRANSPORT AÉRIEN, FAIT À KIGALI, AU RWANDA, LE 25 JUIN 2022
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AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA KANADA YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KIGALI, MU RWANDA, KU WA 25 KAMENA 2022	AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF CANADA ON AIR TRANSPORT, DONE AT KIGALI, RWANDA, ON 25 JUNE 2022	ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU CANADA SUR LE TRANSPORT AÉRIEN, FAIT À KIGALI, AU RWANDA, LE 25 JUIN 2022
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AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND
THE GOVERNMENT OF CANADA
ON AIR TRANSPORT

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AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND
THE GOVERNMENT OF CANADA
ON AIR TRANSPORT

THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF CANADA, hereinafter referred to as the "Contracting Parties",

BEING PARTIES to the *Convention on International Civil Aviation*, done at Chicago on 7 December 1944;

DESIRING to ensure the highest degree of safety and security in international air transportation;

RECOGNIZING the importance of international air transportation in promoting trade, tourism and investment;

DESIRING to promote their interests in respect of international air transportation; and

DESIRING to conclude an agreement on air transport, supplementary to the said Convention;

HAVE AGREED as follows:

ARTICLE 1

Headings & Definitions

1. Headings used in this Agreement are for reference purposes only.
2. For the purpose of this Agreement unless otherwise stated:

"aeronautical authorities" means, in the case of the Republic of Rwanda, the Ministry responsible for Civil Aviation, and, in the case of Canada, the Minister of Transport of Canada and the Canadian Transportation Agency, or, in both cases, any other authority or person empowered to perform the functions exercised by the said authorities;

"agreed services" means scheduled air services on the routes specified in this Agreement for the transport of passengers and cargo, including mail, separately or in combination;

"Agreement" means this Agreement, any Annex attached thereto, and any amendment to this Agreement or to any Annex attached thereto;

"air service", "international air service" and "airline" shall have the meanings respectively assigned to them in Article 96 of the Convention;

"Convention" means the *Convention on International Civil Aviation*, done at Chicago on 7 December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Convention or of the Annexes under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;

"designated airline" means an airline that has been designated and authorized in accordance with Articles 3 and 4;

"territory" means for each Contracting Party, its land areas (mainland and islands), internal waters and territorial sea as determined by its national law, and includes the air space above these areas.

ARTICLE 2

Grant of Rights

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

- (a) the right to fly across its territory without landing;
- (b) the right to land in its territory for non-traffic purposes; and
- (c) to the extent permitted in this Agreement, the right to make stops in its territory on the routes specified in this Agreement for the purpose of taking up and discharging international traffic in passengers and cargo, including mail, separately or in combination.

2. Each Contracting Party also grants the rights specified in subparagraphs 1(a) and (b) to airlines of the other Contracting Party, other than those designated under Article 3.

3. Paragraph 1 shall not be interpreted as granting to a Contracting Party the right for its designated airlines to take up, in the territory of the other Contracting Party, passengers 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

Each Contracting Party shall have the right to designate, by diplomatic note, an airline or airlines to operate the agreed services on the routes specified in this Agreement for that Contracting Party and to withdraw a designation or to substitute another airline for one previously designated.

ARTICLE 4

Authorization

1. Following receipt of a notice of designation or of substitution pursuant to Article 3 of this Agreement, the aeronautical authorities of the other Contracting Party shall, consistent with the laws and regulations of that Contracting Party, issue without delay to the airline so designated the required authorizations to operate the agreed services for which that airline has been designated.

2. The Contracting Parties confirm that, upon receipt of that authorization, the designated airline may begin at anytime to operate the agreed services, in whole or in part, provided that the airline complies with the provisions of this Agreement.

ARTICLE 5

Withholding, Revocation, Suspension and Limitation of Authorization

1. Notwithstanding paragraph 1 of Article 4, each Contracting Party shall have the right, through its aeronautical authorities, to withhold the authorizations referred to in Article 4 with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on those authorizations, temporarily or permanently in any of the following circumstances:

- a) the airline fails to qualify under the laws and regulations normally applied by the aeronautical authorities of the Contracting Party issuing the authorizations;
- b) the airline fails to comply with the laws and regulations of the Contracting Party issuing the authorizations;
- c) the Contracting Party issuing the authorizations is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or its nationals; or
- d) the airline fails to operate in a manner consistent with the conditions set out in this Agreement.

2. The rights specified in paragraph 1 may only be exercised after consultations between the aeronautical authorities of the Contracting Parties are held in accordance with Article 20, 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 7 or 8.

ARTICLE 6

Application of Laws

- I. Each Contracting Party shall require compliance with:
 - a) its laws, regulations and procedures relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of that aircraft, by the designated airlines of the other Contracting Party upon entrance into, departure from and while within the said territory; and
 - b) its laws and regulations relating to the admission to, remaining in, or departure from its territory of passengers, crew members and cargo including mail (such as regulations relating to entry, clearance, transit, aviation security, immigration, passports, customs and quarantine) by the designated airlines of the other Contracting Party and by or on behalf of those passengers and crew members, and applicable to the cargo including mail carried by the designated airlines of the other Contracting Party, upon transit of, admission to, departure from and while within the said territory.
2. In the application of those laws and regulations, a Contracting Party shall, under similar circumstances, accord to the designated airlines of the other Contracting Party treatment no less favourable than that accorded to its own or any other airline engaged in similar international air services.

ARTICLE 7

Safety Standards, Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences, issued or rendered valid by the aeronautical authorities of a Contracting Party and still in force, shall be recognized as valid by the aeronautical authorities of the other Contracting Party for the purpose of operating the agreed services provided that those certificates or licences were issued or rendered valid pursuant to, and in conformity with, as a minimum, the standards established under the Convention. The aeronautical authorities of each Contracting Party may, however, 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.
2. If the privileges or conditions of the certificates or licences referred to in paragraph 1, issued by the aeronautical authorities of a Contracting Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, permit a difference from the minimum standards established under the Convention, and the difference has been filed with the International Civil Aviation Organization, the other Contracting Party may request consultations between the aeronautical authorities of the Contracting Parties in conformity with Article 20 with a view to clarifying the practice in question.
3. Consultations concerning the safety standards and requirements maintained and administered by the aeronautical authorities of the other Contracting Party relating to aeronautical facilities, crew members, aircraft, and operation of the designated airlines shall be held within fifteen (15) days of receipt of a request from a Contracting Party, or such other period as may be mutually determined by the Contracting Parties. If, following those consultations, the aeronautical authorities of a Contracting Party find that the aeronautical authorities of the other Contracting Party do not effectively maintain and administer safety standards and requirements in these areas that are at least equal to the minimum standards established pursuant to the Convention, the aeronautical authorities of the other Contracting Party shall be notified of those findings and the steps considered necessary to conform with these minimum standards. Failure to take appropriate corrective action within fifteen (15) days, or such other period as may be accepted by the aeronautical authorities of the Contracting Party that made the findings, shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the designated airlines of the other Contracting Party.

4. Pursuant to Article 16 of the Convention, each Contracting Party accepts that any aircraft operated by or, where approved, on behalf of, an airline of a Contracting Party, may, while within the territory of the other Contracting Party, be the subject of an examination by the aeronautical authorities of the other Contracting Party, on board and around the aircraft to verify the validity of the relevant aircraft documents and those of its crew members and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided that ramp inspection does not cause an unreasonable delay in the operation of the aircraft.

5. If the aeronautical authorities of a Contracting Party, after carrying out a ramp inspection, find 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; and/or
- (b) there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the aeronautical authorities of that Contracting Party may, for the purposes of Article 33 of the Convention and at their discretion, determine that the requirements under which the certificates or licences in respect of that aircraft or its crew members 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. This same determination may be made in the case of denial of access for ramp inspection.

6. The aeronautical authorities of each Contracting Party shall have the right, without consultation, to withhold, revoke, suspend or impose conditions on the authorizations of an airline of the other Contracting Party in the event the aeronautical authorities of the first Contracting Party conclude that immediate action is essential to the safety of airline operations.

7. The aeronautical authorities of a Contracting Party shall discontinue any action taken in accordance with paragraphs 3 or 6 once the basis for that action ceases to exist.

ARTICLE 8

Aviation Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, done at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, done at The Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation*, done at Montreal on 23 September 1971, the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation*, done at Montreal on 24 February 1988, and the *Convention on the Marking of Plastic Explosives for the Purpose of Detection*, done at Montreal on 1 March 1991 and any other multilateral agreement governing aviation security binding upon the Contracting Parties.
3. The Contracting Parties shall provide on request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of that aircraft, their passengers and crew members, airports and air navigation facilities, and any other threat to the security of civil aviation.
4. The Contracting Parties shall 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 those security provisions are applicable to the Contracting Parties; they shall require operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in their territory, and operators of airports located in their territory to act in conformity with those aviation security provisions. Accordingly, each Contracting Party, upon request, shall provide the other Contracting Party with notification of any difference between its national laws, regulations and practices and the aviation security standards of the Annexes referred to in this paragraph. A Contracting Party may at any time request consultations, to be held without delay, with the other Contracting Party to discuss any such differences.

5. Each Contracting Party accepts that its aircraft operators may be required to observe the aviation security provisions referred to in paragraph 4 required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect aircraft and to inspect passengers, crew members, carry-on items, baggage, cargo, mail and aircraft stores prior to and during boarding and loading.
6. Each Contracting Party shall, as far as may be practicable, meet any request from the other Contracting Party for reasonable special security measures to address a particular threat. These special security measures shall remain in effect until alternative equivalent measures have been accepted by the Contracting Party requesting the measures.
7. Each Contracting Party shall have the right, within sixty (60) days following the serving of a notice, for its aeronautical authorities to conduct an assessment in the territory of the other Contracting 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 Contracting Party. The administrative arrangements, including the setting of specific dates for the conduct of assessments, shall be mutually determined between the aeronautical authorities of both Contracting Parties and applied without delay to ensure that assessments will be conducted expeditiously.
8. If an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of the aircraft, their passengers and crew members, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and taking other appropriate measures intended to rapidly and safely terminate that incident or threat thereof.
9. If a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, it may request consultations. Those consultations shall start within fifteen (15) days of receipt of a request. Failure to reach a satisfactory arrangement within fifteen (15) days from the start of consultations shall constitute grounds for the Contracting Party that requested the consultations to withhold, revoke, suspend or impose conditions on the authorizations of the designated airlines of the other Contracting Party. If justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the Contracting Party that believes that the other Contracting Party has departed from the provisions of this Article may take interim action at anytime.

ARTICLE 9

Customs Duties and Other Charges

1. Each Contracting Party shall, to the fullest extent possible under its national laws and regulations, on a basis of reciprocity, exempt the designated airlines of the other Contracting Party from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including liquor, tobacco and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use or used solely in connection with the operation or servicing of aircraft of those airlines as well as printed ticket stock, air waybills, any printed material that bears the insignia of the company printed thereon and usual publicity material distributed without charge by those airlines.

2. The exemptions granted with respect to items listed in paragraph 1 shall apply when those items are:

- (a) introduced into the territory of a Contracting Party by or on behalf of a designated airline of the other Contracting Party;
- (b) retained on board aircraft of a designated airline of a Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or
- (c) taken on board aircraft of a designated airline of a Contracting Party in the territory of the other Contracting Party,

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

3. Regular airborne equipment, as well as materials and supplies normally retained on board the aircraft of a designated airline of a 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 that 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 the customs regulations applicable in the territory of the other Contracting Party.

4. Each Contracting Party shall exempt baggage and cargo in direct transit across its territory from customs duties and other similar charges.

ARTICLE 10

Statistics

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

ARTICLE 11

Tariffs

1. For the purposes of this Article:
 - (a) "tariff" means a publication containing prices and general terms and conditions of carriage related to the air transportation of passengers and their baggage and cargo but excluding remuneration and conditions for the carriage of mail;
 - (b) "price" means any fare, rate or charge (including frequent flyer plans or other benefits provided in association with air transportation) for the carriage of passengers (including their baggage) or cargo (excluding mail) and the conditions directly governing the availability or applicability of the fare, rate or charge;
 - (c) "general terms and conditions of carriage" means those terms and conditions that are broadly applicable to the air transportation and not directly related to any price.

2. Recognizing that the primary consideration for establishing prices for transportation on the agreed services is market forces, the Contracting Parties shall permit the tariffs referred to in this Article to be developed by the designated airlines individually or, at the option of the designated airlines, through coordination with each other or with other airlines. A designated airline shall be responsible only to its own aeronautical authorities for the justification of its prices.
3. The Contracting Parties shall not require designated airlines to file prices for transportation between each other's territory with their aeronautical authorities. Each Contracting Party may require designated airlines of the other Contracting Party to provide immediate access, on request, to information on prices to its aeronautical authorities in a manner and format acceptable to those aeronautical authorities.
4. The Contracting Parties shall, tacitly or explicitly, permit prices for transportation between each other's territory to come into and remain in effect unless the aeronautical authorities of both Contracting Parties are dissatisfied.
5. If the aeronautical authorities of a Contracting Party are dissatisfied with a price for transportation between each other's territory, they shall so notify the aeronautical authorities of the other Contracting Party and the designated airline concerned. The aeronautical authorities receiving the notice of dissatisfaction shall acknowledge the notice and indicate their concurrence or disagreement with it within ten (10) working days of receipt of the notice. The aeronautical authorities of both Contracting Parties shall cooperate in securing information necessary for the consideration of a price on which a notice of dissatisfaction has been given. If the aeronautical authorities of the other Contracting Party have indicated their concurrence with the notice of dissatisfaction, the aeronautical authorities of both Contracting Parties shall take immediate action to ensure that the price is withdrawn and no longer charged.
6. Each Contracting Party may require a designated airline of the other Contracting Party to file prices for transportation between its territory and third countries. Such filing shall be required not more than thirty (30) days before the proposed effective date.
7. A price for carriage by a designated airline of a Contracting Party between the territory of the other Contracting Party and a third country shall not be lower than the lowest publicly available lawful price for scheduled international air services offered by the airlines of the other Contracting Party in that market, unless otherwise authorized by the aeronautical authorities of that other Contracting Party.

8. Any designated airline of a Contracting Party shall have the right to match any publicly available lawful price of the airlines of the other Contracting Party on scheduled services between the territory of the other Contracting Party and any third country. The aeronautical authorities of the other Contracting Party may require the designated airline proposing the price to provide satisfactory evidence of the availability of the price being matched and of the consistency of matching with the requirements of this Article. A price introduced for matching purposes shall remain in effect only for the period of availability of the price being matched.

9. The aeronautical authorities of each Contracting Party may request technical discussions on prices at anytime. Unless otherwise jointly decided by the aeronautical authorities, these discussions shall take place no later than ten (10) working days following the receipt of the request.

10. General terms and conditions of carriage shall be subject to each Contracting Party's national laws and regulations. Each Contracting Party may require notification to or filing with its aeronautical authorities of any general terms and conditions of carriage of a designated airline not more than thirty (30) days before the proposed effective date. If a Contracting Party takes action to disapprove any terms or conditions, it shall promptly inform the other Contracting Party and the designated airline concerned.

11. The Contracting Parties may require that the designated airlines make full information on prices and general terms and conditions of carriage available to the general public.

ARTICLE 12

Availability of Airports and Aviation Facilities and Services

Each Contracting Party shall ensure that airports, airways, air traffic control and air navigation services, aviation security, and other related facilities and services that are provided in its territory shall be available for use by the airlines of the other Contracting Party on terms no less favourable than the most favourable terms available to any other airline at the time arrangements for use are made.

ARTICLE 13

Charges for Airports and Aviation Facilities and Services

1. For the purposes of this Article, "user charge" means a charge imposed on airlines for the provision of airport, air navigation, or aviation safety or security facilities or services including related services and facilities.

2. Each Contracting Party shall ensure that user charges that may be imposed by its competent charging authorities or bodies on the airlines of the other Contracting Party for the use of air navigation and air traffic control services shall be just, reasonable, and not unjustly discriminatory.

In any event, any such user charges shall be imposed on terms not less favourable than the most favourable terms available to any other airline.

3. Each Contracting Party shall ensure that user charges that may be imposed by its competent charging authorities or bodies on the airlines of the other Contracting Party for the use of airport, aviation security and related facilities and services shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be imposed on terms not less favourable than the most favourable terms available to any other airline at the time the charges are assessed.

4. Each Contracting Party shall ensure that user charges imposed under paragraph 3 on the 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, aviation security and related facilities and services at the airport or within the airport system. Those charges 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.

5. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines or their representative bodies using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines or their representative bodies 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 2, 3 and 4. 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.

6. A Contracting Party shall not be held, in dispute resolution procedures pursuant to Article 22, to be in breach of a provision of this Article, unless:

- (a) 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
- (b) 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 14

Capacity

1. Each Contracting Party shall allow a fair and equal opportunity for the designated airlines of both Contracting Parties to provide the agreed services on the routes specified in this Agreement.

2. Each Contracting Party shall allow any designated airline of the other Contracting Party to determine the frequency and capacity of the agreed services it offers based on the airline's commercial considerations in the marketplace. Therefore, neither Contracting Party shall unilaterally impose any restriction with respect to capacity, frequency, or type of aircraft on a designated airline selling transportation under its own code on flights operated by another airline. Neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or of the aircraft type or types operated by the designated airline of the other Contracting Party, except as may be required for customs and other government inspection services, technical, or operational reasons under uniform conditions consistent with Article 15 of the Convention.

3. The aeronautical authorities of the Contracting Parties may require, for information purposes, the filing of schedules or timetables not later than ten (10) days, or such lesser period as those authorities may require, prior to the operation of new or revised services. If the aeronautical authorities of a Contracting Party require filings for information purposes, they shall minimize the administrative burden of filing requirements and procedures on the designated airlines of the other Contracting Party.

ARTICLE 15

Airline Representatives

1. Each Contracting Party shall permit:
 - (a) the designated airlines of the other Contracting Party, on the basis of reciprocity, to bring into and to maintain in its territory their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services; and
 - (b) these staff requirements at the option of the designated airlines of the other Contracting Party, to be satisfied by their own personnel or, by using the services of any other organization, company or airline operating in its territory and authorized to perform such services for other airlines.
2. Each Contracting Party shall:
 - (a) with the minimum of delay and consistent with its laws and regulations, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1; and
 - (b) facilitate and expedite the issuance of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.

ARTICLE 16

Ground Handling

1. Each Contracting Party shall permit the designated airlines of the other Contracting Party when operating in its territory:

- (a) on the basis of reciprocity, to perform their own ground handling in its territory and, at their option, to have ground handling services provided in whole or in part by any agent authorized by its competent authorities to provide such services; and
- (b) to provide ground handling services for other airlines operating at the same airport.

2. The exercise of the rights set forth in subparagraphs 1(a) and (b) shall be subject only to physical or operational constraints resulting from considerations of airport safety or security. Any such constraints shall be applied uniformly and on terms no less favourable than the most favourable terms available to any airline engaged in similar international air services at the time the constraints are imposed.

ARTICLE 17

Sales and Transfer of Funds

Each Contracting Party shall permit the designated airlines of the other Contracting Party:

- (a) to engage in the sale of air transportation in its territory directly or, at the discretion of the designated airlines, through their agents and to sell transportation in the currency of that territory or, at the discretion of the designated airlines, in freely convertible currencies of other countries, and any person shall be free to purchase transportation in currencies accepted by those airlines;
- (b) to convert and remit abroad, on demand, funds obtained in the normal course of their operations. Conversion and remittance shall be permitted without restriction or delay at the foreign exchange market rates for current payments prevailing at the time of submission of the request for transfer, and shall not be subject to any charges except normal service charges collected by banks for those transactions; and

- (c) to pay local expenses, including purchases of fuel, in its territory in local currency, or at the discretion of the designated airlines, in freely convertible currencies.

ARTICLE 18

Taxation

1. Profits or income from the operation of aircraft in international traffic derived by an airline of a Contracting Party, including participation in inter-airline commercial agreements or joint business ventures, shall be exempt from any tax on profits or income imposed by the other Contracting Party.
2. Capital and assets of an airline of a Contracting Party pertaining to the operation of aircraft in international traffic shall be exempt from any tax on capital and assets imposed by the other Contracting Party.
3. Gains from the alienation of aircraft operated in international traffic and movable property pertaining to the operation of such aircraft derived by an airline of a Contracting Party shall be exempt from any tax on gains imposed by the other Contracting Party.
4. For the purposes of this Article:
 - (a) the term "profits or income" includes gross receipts and revenues derived directly from the operation of aircraft in international traffic, including:
 - (i) the charter or rental of aircraft;
 - (ii) the sale of air transportation, either for the airline itself or for any other airline; and
 - (iii) interest on sums generated directly from the operation of aircraft in international traffic provided that the interest is incidental to the operation;
 - (b) the term "international traffic" means the transportation of persons and/or cargo, including mail, except where the transportation is principally between points in the territory of a Contracting Party; and

- (c) the term "airline of a Contracting Party" means, in the case of the Republic of Rwanda, an airline resident in the Republic of Rwanda for purposes of income taxation and, in the case of Canada, an airline resident in Canada for purposes of income taxation.
5. This Article shall not have effect when an agreement for the avoidance of double taxation with respect to taxes on income is in effect between the two Contracting Parties.

ARTICLE 19

Applicability to Charter/Non-scheduled Flights

1. The provisions set out in Articles 6 (Application of Laws), 7 (Safety Standards, Certificates and Licences), 8 (Aviation Security), 9 (Customs Duties and Other Charges), 10 (Statistics), 12 (Availability of Airports and Aviation Facilities and Services), 13 (Charges for Airports and Aviation Facilities and Services), 15 (Airline Representatives), 16 (Ground Handling), 17 (Sales and Transfer of Funds), 18 (Taxation) and 20 (Consultations) of this Agreement apply as well to charters and other non-scheduled flights operated by the air carriers of a Contracting Party into or from the territory of the other Contracting Party and to the air carriers operating those flights.
2. The provisions of paragraph 1 shall not affect national laws and regulations governing the authorization of charters or non-scheduled flights or the conduct of air carriers or other parties involved in the organization of those operations.

ARTICLE 20

Consultations

A Contracting Party may at any time request, through diplomatic channels, consultations on the implementation, interpretation, application or amendment of this Agreement or compliance with this Agreement. Those consultations, which may be between aeronautical authorities of the Contracting Parties, shall begin within a period of sixty (60) days from the date the other Contracting Party receives a written request, unless otherwise mutually determined by the Contracting Parties or unless otherwise provided for in this Agreement.

ARTICLE 21

Amendment

Any amendment to this Agreement mutually determined pursuant to consultations held in conformity with Article 20 shall come into force on the date of the last written notification, through diplomatic channels, by which the Contracting Parties shall have notified each other that all necessary internal procedures for entry into force of the amendment have been completed.

ARTICLE 22

Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by consultations held in conformity with Article 20.
2. If the dispute is not resolved within 60 days of the commencement of consultations pursuant to Article 20, the Contracting Parties may jointly decide to refer the dispute for decision to a person or body, or a Contracting Party may submit the dispute for decision to a Tribunal of three arbitrators, one to be named by each Contracting Party and the third to be jointly decided upon by the two arbitrators. Each of the Contracting Parties shall designate an arbitrator within a period of sixty (60) days from the date of receipt by a Contracting Party from the other of a written notice through diplomatic channels requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to designate an arbitrator within the period specified, or if the third arbitrator is not jointly decided upon within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice-President who is not disqualified on that ground, shall make the appointment. In all cases the third arbitrator shall be a national of a third State, shall act as President of the Tribunal and shall determine the place where arbitration will be held.
3. The Contracting Parties shall comply with any decision given under paragraph 2.
4. The expenses of the Tribunal shall be shared equally between the Contracting Parties.

5. If and so long as either Contracting Party fails to comply with any decision given under paragraph 2, the other Contracting Party may limit, withhold or revoke any rights or privileges that it has granted by virtue of this Agreement to the Contracting Party in default or to the designated airline in default.

ARTICLE 23

Termination

A Contracting Party may at any time from the entry into force of this Agreement give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. That notice shall be communicated simultaneously to the International Civil Aviation Organization. This Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual consent of the Contracting Parties before the expiry of this period. In the absence of an acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 24

Registration with International Civil Aviation Organization

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

ARTICLE 25

Multilateral Conventions

If a multilateral convention comes into force in respect of both Contracting Parties, consultations may be held in accordance with Article 20 with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention.

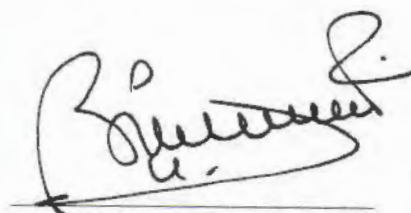
ARTICLE 26

Entry into Force

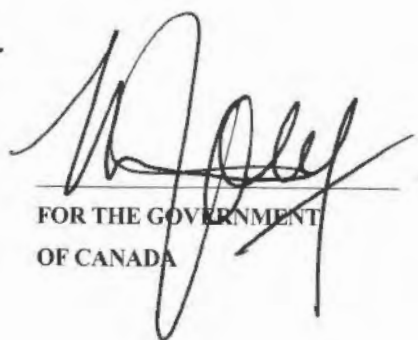
This Agreement shall enter into force on the date of the last written notification, through diplomatic channels, by which the Contracting Parties have notified each other that all necessary internal procedures for entry into force of this Agreement have been completed.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective governments, have signed this Agreement.

DONE in duplicate at *Kigali* on this *25* day of *June* 2022, in the English and French languages, each version being equally authentic.



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



**FOR THE GOVERNMENT
OF CANADA**

ANNEX

ROUTE SCHEDULE

Code sharing services may be operated on the following applicable routes with traffic rights and operational flexibilities identified in the associated Notes.

SECTION I

The following route shall be available for the operation of code sharing services in either or both directions by airlines designated by the Government of Canada:

POINTS IN CANADA	INTERMEDIATE POINTS	POINTS IN RWANDA	POINTS BEYOND
Any point(s)	Any point(s)	Any point(s)	Any point(s)

Notes:

1. Points in Rwanda may be served separately or in combination on the same service.
2. Any Intermediate Points, Points in Rwanda and/or Points Beyond may be omitted on any or all services, provided that all services originate or terminate in Canada.
3. Transit and own stopover rights shall be available at Intermediate Points and at Points in Rwanda. Stopover rights shall not be available between Points in Rwanda.

4. (1) Subject to the regulatory requirements normally applied to such operations by the aeronautical authorities of Rwanda, the Government of the Republic of Rwanda grants the right for designated airlines of Canada to enter into cooperative arrangements for the purposes of allowing multiple airline codes on single flights and specifically to hold-out the agreed services on the specified routes by code-sharing (i.e. selling transportation under its own code) on flights operated by any airlines of Canada, of Rwanda, and/or of any third countries.
- (2) All airlines involved in code-sharing arrangements shall hold the appropriate underlying route authority to provide air services to and from Rwanda.
- (3) Code-sharing services by each designated airline of Canada involving transportation between the Points in Rwanda shall be restricted to flights operated by airlines authorized by the aeronautical authorities of Rwanda to provide services between the Points in Rwanda. All transportation between the Points in Rwanda under the code of each designated airline of Canada shall only be available as part of an international journey.
- (4) The aeronautical authorities of Rwanda may require designated airlines of Canada to apply for authorization prior to the operation of the proposed code-sharing services
- (5) The aeronautical authorities of Rwanda shall not withhold permission for designated airlines of Canada to operate code-sharing services on flights operated by airlines of any third countries or for any third country airlines operating flights to/from Rwanda to carry traffic under the codes of the designated airlines of Canada on the basis that (i) the airlines operating the flights are not appropriately authorized or (ii) air services arrangements between Rwanda and the countries of the airlines operating the flights do not provide or permit code sharing.

- (6) The aeronautical authorities of both Contracting Parties may require all participants in code-sharing arrangements to ensure that passengers are fully informed of the identity of the operator and the mode of transportation for each segment of the journey.
- (7) For the purpose of code-sharing services, airlines shall be permitted to transfer traffic between aircraft without limitation.

SECTION II

The following route shall be available for the operation of code sharing services in either or both directions by airlines designated by the Government of the Republic of Rwanda:

POINTS IN RWANDA	INTERMEDIATE POINTS	POINTS IN CANADA	POINTS BEYOND
Any point(s)	Any point(s)	Any point(s)	Any point(s)

Notes:

1. Points in Canada may be served separately or in combination on the same service.
2. Any Intermediate Points, Points in Canada and/or Points Beyond may be omitted on any or all services, provided that all services originate or terminate in Rwanda.
3. Transit and own stopover rights shall be available at Intermediate Points and at Points in Canada. Stopover rights shall not be available between Points in Canada.
4. (1) Subject to the regulatory requirements normally applied to such operations by the aeronautical authorities of Canada, the Government of Canada grants the right for designated airlines of Rwanda to enter into cooperative arrangements for the purposes of allowing multiple airline codes on single flights and specifically to hold-out the agreed services on the specified routes by code-sharing (i.e. selling transportation under its own code) on flights operated by any airlines of Rwanda, of Canada, and/or of any third countries.

- (2) All airlines involved in code-sharing arrangements shall hold the appropriate underlying route authority to provide air services to and from Canada.
- (3) Code-sharing services by each designated airline of Rwanda involving transportation between the Points in Canada shall be restricted to flights operated by airlines authorized by the aeronautical authorities of Canada to provide services between the Points in Canada. All transportation between the Points in Canada under the code of each designated airline of Rwanda shall only be available as part of an international journey.
- (4) The aeronautical authorities of Canada may require designated airlines of Rwanda to apply for authorization prior to the operation of the proposed code-sharing services.
- (5) The aeronautical authorities of Canada shall not withhold permission for designated airlines of Rwanda to operate code-sharing services on flights operated by airlines of any third countries or for any third country airlines operating flights to/from Canada to carry traffic under the codes of the designated airlines of Rwanda on the basis that (i) the airlines operating the flights are not appropriately authorized or (ii) air services arrangements between Canada and the countries of the airlines operating the flights do not provide or permit code sharing.
- (6) The aeronautical authorities of both Contracting Parties may require all participants in code-sharing arrangements to ensure that passengers are fully informed of the identity of the operator and the mode of transportation for each segment of the journey.
- (7) For the purpose of code-sharing services, airlines shall be permitted to transfer traffic between aircraft without limitation.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 021/01 ryo ku wa 17/12/2025 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Kanada yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Kigali mu Rwanda, ku wa 25 Kamena 2022	Seen to be annexed to Presidential Order n° 021/01 of 17/12/2025 ratifying the Agreement between the Government of the Republic of Rwanda and the Government of Canada on air transport, done at Kigali, Rwanda, on 25 June 2022	Vu pour être annexé à l'Arrêté Présidentiel n° 021/01 du 17/12/2025 ratifiant l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement du Canada sur le transport aérien, fait à Kigali, au Rwanda, le 25 juin 2022
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Kigali, 17/12/2025

(sé)

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

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

ITEKA RYA PEREZIDA N° 022/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA Y’UBWAMI BWA ESWATINI YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YAKOREWE I RIYADH, MURI ARABIYA SAWUDITE, KU WA 04 UKUBOZA 2023 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemeza burundu <u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka <u>Ingingo ya 3:</u> Ingingo y’ururimi <u>Ingingo ya 4:</u> Gutangira gukurikizwa	PRESIDENTIAL ORDER N° 022/01 OF 17/12/2025 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF ESWATINI, DONE AT RIYADH, SAUDI ARABIA, ON 04 DECEMBER 2023 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Ratification <u>Article 2:</u> Authorities responsible for the implementation of this Order <u>Article 3:</u> Language provision <u>Article 4:</u> Entry into force	ARRÊTÉ PRÉSIDENTIEL N° 022/01 DU 17/12/2025 RATIFIANT L’ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME D’ESWATINI, FAIT À RIYAD, EN ARABIE SAOUDITE, LE 4 DÉCEMBRE 2023 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Ratification <u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté <u>Article 3:</u> Disposition linguistique <u>Article 4:</u> Entrée en vigueur
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ITEKA RYA PEREZIDA N° 022/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA Y’UBWAMI BWA ESWATINI YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YAKOREWE I RIYADH, MURI ARABIYA SAWUDITE, KU WA 04 UKUBOZA 2023 Twebwe, KAGAME Paul, Perezida wa Repubulika; Dushingiye ku Itegeko Nshinga rya Repubulika y’u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n’iya 168; Dushingiye ku Itegeko n° 031/2025 ryo ku wa 16/12/2025 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y’u Rwanda na Guverinoma y’Ubwami bwa Eswatini yerekeranye no gutwara abantu n’ibintu mu kirere, yashyiriweho umukono i Riyadh, muri Arabiya Sawudite, ku wa 04 Ukuboza 2023; Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y’u Rwanda na Guverinoma y’Ubwami bwa Eswatini	PRESIDENTIAL ORDER N° 022/01 OF 17/12/2025 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF ESWATINI, DONE AT RIYADH, SAUDI ARABIA, ON 04 DECEMBER 2023 We, KAGAME Paul, President of the Republic; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168; Pursuant to Law n° 031/2025 of 16/12/2025 approving the ratification of the Bilateral Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Kingdom of Eswatini, signed at Riyadh, Saudi Arabia, on 04 December 2023; Considering the Bilateral Air Services Agreement between Government of the Republic of Rwanda and the Government	ARRÊTÉ PRÉSIDENTIEL N° 022/01 DU 17/12/2025 RATIFIANT L’ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME D’ESWATINI, FAIT À RIYAD, EN ARABIE SAOUDITE, LE 4 DÉCEMBRE 2023 Nous, KAGAME Paul, Président de la République; Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168; Vu la Loi n° 031/2025 du 16/12/2025 approuvant la ratification de l’Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume d’Eswatini, signé à Riyad, en Arabie Saoudite, le 04 décembre 2023; Considérant l’Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le
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yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Riyadh, muri Arabiya Sawudite, ku wa 04 Ukuboza 2023; Bisabwe na Minisitiri w'Ibikorwa Remezo; Inama y'Abaminisitiri, yateranye ku wa imaze kubisuzuma no kubyemeza; DUTEGETSE: <u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Eswatini yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Riyadh, muri Arabiya Sawudite, ku wa 04 Ukuboza 2023, ari ku mugereka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. <u>Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka</u> Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.	of the Kingdom of Eswatini, done at Riyadh, Saudi Arabia, on 04 December 2023; On proposal by the Minister of Infrastructure; After consideration and approval by the Cabinet; DO ORDER: <u>Article One: Ratification</u> The Bilateral Air Services Agreement between Government of the Republic of Rwanda and the Government of the Kingdom of Eswatini, done at Riyadh, Saudi Arabia, on 04 December 2023, in Annex, is ratified and becomes fully effective. <u>Article 2: Authorities responsible for the implementation of this Order</u> The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.	Gouvernement du Royaume d'Eswatini, fait à Riyad, en Arabie Saoudite, le 04 décembre 2023; Sur proposition du Ministre des Infrastructures; Après examen et adoption par le Conseil des Ministres; ARRÊTONS: <u>Article premier: Ratification</u> L'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume d'Eswatini, fait à Riyad, en Arabie Saoudite, le 04 décembre 2023, en annexe, est ratifié et sort son plein et entier effet. <u>Article 2: Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.
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<u>Ingingo ya 3: Ingingo y’ururimi</u> Iri teka ryateguwe mu rurimi rw’Icyongereza.	<u>Article 3: Language provision</u> This Order was drafted in English.	<u>Article 3: Disposition linguistique</u> Le présent arrêté a été rédigé en anglais.
<u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku muni ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.	<u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 4: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 17/12/2025

(sé)

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

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

UMUGEREKA W'ITEKA RYA PEREZIDA N° 022/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA ESWATINI YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I RIYADH, MURI ARABIYA SAWUDITE, KU WA 04 UKUBOZA 2023	ANNEX TO PRESIDENTIAL ORDER N° 022/01 OF 17/12/2025 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF ESWATINI, DONE AT RIYADH, SAUDI ARABIA, ON 04 DECEMBER 2023	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 022/01 DU 17/12/2025 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME D'ESWATINI, FAIT À RIYAD, EN ARABIE SAOUDITE, LE 4 DÉCEMBRE 2023
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AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBWAMI BWA ESWATINI YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I RIYADH, MURI ARABIYA SAWUDITE, KU WA 04 UKUBOZA 2023	BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE KINGDOM OF ESWATINI, DONE AT RIYADH, SAUDI ARABIA, ON 04 DECEMBER 2023	ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DU ROYAUME D'ESWATINI, FAIT À RIYAD, EN ARABIE SAOUDITE, LE 4 DÉCEMBRE 2023
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BILATERAL AIR SERVICES

AGREEMENT

BETWEEN

THE GOVERNMENT OF
THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF
THE KINGDOM OF ESWATINI

PREAMBLE

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ARTICLE 2 Grant Of Rights

ARTICLE 3 Designation And Authorisation

ARTICLE 4 Withholding, Revocation And Limitation Of Authorisation

ARTICLE 5 Application Of Domestic Law

ARTICLE 6 Aviation Safety

ARTICLE 7 Aviation Security

ARTICLE 8 Recognition Of Certificates And Licences

ARTICLE 9 Fair Competition

ARTICLE 10 Capacity

ARTICLE 11 Approval Of Schedule

ARTICLE 12 Principles Governing The Operation Of Agreed Services

ARTICLE 13 Timetable

ARTICLE 14 Provision Of Information And Statistics

ARTICLE 15 Commercial Activities

ARTICLE 16 Code – Share Framework

ARTICLE 17 Non-National Personnel And Access To Local Services

ARTICLE 18 Sales And Marketing Of Air Service Products

ARTICLE 19 Ground Handling

ARTICLE 20 Tariffs

ARTICLE 21 Customs Duties And Other Charges

ARTICLE 22 Taxation

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PREAMBLE

The Government of the Republic of Rwanda and the Government of the Kingdom of Eswatini (hereinafter jointly referred to as the "Contracting Parties" and in the singular as a "Contracting Party");

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

BEING parties to the Yamoussoukro Decision relating to the implementation of the Yamoussoukro Declaration concerning the liberalisation of Access to Air Transportation markets in Africa on 14 November 1999 as endorsed by the African Union (AU) Heads of States in July 2000; and

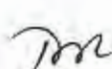
DESIRING to promote an international aviation system based on the competition among airlines in the marketplace and to facilitate the expansion of international air services opportunities;

Recognizing that effective international and competitive international air services enhance trade, the welfare of consumers, and economic growth;

DESIRING to make it possible for airlines to offer the travelling and shipping public a variety of service options at prices that are not discriminatory and do not represent abuse of dominant position and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

ACKNOWLEDGING the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of the two countries; and

DESIRING to ensure the highest degree of safety and security in the 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.

HEREBY AGREE as follows:

ARTICLE 1
DEFINITIONS

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

"Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes -

- (a) any Annex or any amendment thereto adopted in terms of Article 90 of the Convention, insofar as such Annex or amendment is binding on the Contracting Parties; and
- (b) any amendment which has entered into force in terms of Article 94(a) of the Convention and has been ratified by the Contracting Parties in terms of their applicable domestic law;

"Abuja Treaty" means the Treaty Establishing the African Economic Community adopted at Abuja, Nigeria on the 3rd day of June 1991 and which entered into force on 12 May 1994;

"aeronautical authority" means, in the case of the Republic of Rwanda, the Minister responsible for civil aviation and, in the case of the Kingdom of Eswatini, the Minister responsible for civil aviation, or in either case any person or body authorised to perform any particular function provided for in this Agreement;



"agreed services" means a scheduled international air service on the routes specified in the Annex to this Agreement for the transport of passengers, baggage, cargo and mail in accordance with agreed capacity entitlements;

"Agreement" means this Agreement, the Annex thereto and any amendments to the Agreement or to the Annex;

"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;

"Countries bound by the Yamoussoukro Decision" means:

- The African States signatory to the Abuja Treaty and who have not filed formal notification to withdraw from the Yamoussoukro Decision; and
- any other African country which, though not a party to the said Treaty, has declared in writing its intention to be bound by the Yamoussoukro Decision;

"designated airline" means one or more airlines designated and authorised in accordance with Article 4 of this Agreement;

"regular equipment" means an article, other than stores and spare parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment;

"spare part" means an article of a repair or replacement nature for incorporation in an aircraft;

"Code sharing" means a commercial arrangement between airlines whereby one airline sells seats, under its own name by use of the designator code, on another airlines's flight.

"specified route" means a route specified in the Annex to this Agreement;

"tariff" means the prices to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions of agency and other auxiliary services, but excluding remuneration and conditions for carriage of mail;

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

"user charge" means a charge made to airlines for the provision for aircraft, their crews and passengers of airport and air navigation facilities, including related services and facilities; and

"Yamoussoukro Decision" means the "Decision Relating to the Implementation of the Yamoussoukro Declaration Concerning the Liberalisation of Access to Air Transport Markets in Africa" adopted by the Assembly of Heads of States and Government in Lome, Togo, on 12 July 2000.

ARTICLE 2

GRANT OF RIGHTS

- (1) Each Contracting Party shall grant to the other Contracting Party the rights provided for in this Agreement to enable its designated airline to establish and operate international air services on the routes specified in the Annex.
- (2) On receipt of a designation, referred to in Article 3(1), the aeronautical authorities of the Contracting Party who designates, shall grant without delay to a designated airline the appropriate operating authorisation for the agreed services in consideration with the domestic law of its country.

- (3) Subject to the provisions of this Agreement, the designated airline of each Contracting Party shall have the right-
- (a) to fly across the territory of the other Contracting Party without landing;
 - (b) to make stops in that territory for non-traffic purposes; and
 - (c) to land in the territory of the other Contracting Party for the purpose of taking on board and discharging traffic in passengers, baggage, cargo and mail while operating an agreed service.
 - d) to land in the territory of the other Contracting Party for the purpose of taking on board and discharging passengers, baggage, cargo or mail in the territory of the first State, traffic coming from or destined to a third State.
- (4) The airlines of each Contracting Party, other than those designated in terms of Article 3, shall also have the rights provided for in paragraphs (a) and (b) of sub-Article (3).
- (5) Nothing in sub-Article (3) shall confer on a designated airline of a Contracting Party the right of taking on board in the territory of the other Contracting Party, passengers, baggage, cargo and mail, carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.
- (6) If because of armed conflict, political disturbances or developments, or special and unusual circumstances, a designated airline of a Contracting Party is unable to operate a service on its normal routes, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of such routes, including the temporary granting of alternative rights, as mutually decided by the Contracting Parties.

ARTICLE 3
DESIGNATION AND AUTHORISATION

- (1) Each Contracting Party shall have the right to designate in writing, through the diplomatic channel, to the other Contracting Party one or more airlines to operate the agreed services on the specified routes and to withdraw or alter in writing through the diplomatic channel, any designation of an airline.
- (2) The agreed services may begin at any time, in whole or in part, but not before-
 - (a) the Contracting Party to whom the rights have been granted shall have designated an airline for the specified route pursuant to sub-Article (1);
 - (b) the Contracting Party granting the rights shall have given, with the least possible delay and subject to Article 4, the appropriate operating authorisation to the airline concerned; and
 - (c) a timetable has been filed in accordance with Article 12.
- (3) For the purpose of granting the appropriate operating authorisation provided for in sub-Article (2), the aeronautical authority of a Contracting Party may require the designated airline of the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the domestic law in force in their respective countries normally applied to the operation of international air services by such authorities in conformity with the provisions of the Convention and illegibility criteria as defined in the Yamoussoukro Decision.

ARTICLE 4
WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORISATION

- (1) The aeronautical authority of a Contracting Party shall, in respect of a

designated airline of the other Contracting Party, have the right to withhold the authorisation referred to in Article 3, to revoke or suspend such authorisation or impose conditions, temporarily or permanently at any time in the event-

- (a) of failure by such airline to qualify in terms of or to comply with the domestic laws in force in their respective countries normally applied by the aeronautical authority of the Contracting Party in conformity with the Convention;
 - (b) that the aeronautical authorities of the first Contracting Party are not satisfied that the said airline is incorporated and has its principal place of business in the territory of the Contracting Party designating it, and holds appropriate operating authorisation issued by the Contracting Party designating the airline; or
 - (c) that such airline fails to operate in accordance with the conditions prescribed in this Agreement.
- (2) Unless immediate action is essential to prevent further infringement of the laws referred to above, the rights enumerated in sub-Article (1) shall be exercised only after consultations in accordance with Article 17 with the aeronautical authority of the other Contracting Party.

ARTICLE 5

APPLICATION OF DOMESTIC LAW

- (1) The domestic law in force in the territory of a Contracting Party relating to the admission to, sojourn in, or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft, shall be applied to the aircraft of a designated airline of the other Contracting Party upon its entry into, departure from and while within the territory of the

first Contracting Party.

- (2) The domestic law in force in the territory of a Contracting Party relating to the admission to, sojourn in, and departure from its territory of passengers, baggage, crew, cargo or mail of aircraft, including laws and regulations relating to entry, clearance, aviation security, immigration, passports, customs, 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, cargo or mail of the designated airline of the other Contracting Party upon entry into or departure from and while within the territory of the first Contracting Party.
- (3) Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, except in respect of security measures, narcotics control or in special circumstances, be subject to no more than a simplified control.
- (4) Neither Contracting Party may grant any preference to its own or any other airline over the designated airline of the other Contracting Party in the application of domestic law referred to in this Article.

ARTICLE 6

AVIATION SAFETY

- (1) A Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party relating to aeronautical facilities, aircrew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of such request.
- (2) If, following such consultations, a Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to above which 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. Such Contracting Party shall take appropriate corrective action and failure to take appropriate action within fifteen (15) days of being notified thereof, or such longer period as may be agreed upon, shall be grounds for the application of Article 4.

- (3) Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the designated 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 subject to an examination by the authorised representative of that Contracting Party. The purpose of such examination shall include the verification of the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (hereinafter referred as "ramp inspection"), provided this does not lead to unreasonable delay.
- (4) If any such ramp inspection or 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 Contracting Party carrying out the ramp inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is

operated, are not equal to or above the minimum standards established pursuant to the Convention.

- (5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airline of one Contracting Party in accordance with sub-Article 3 above is denied by the representatives of that designated airline, the other Contracting Party may infer that serious concerns of the type referred to in sub-Article 4 above arise and draw conclusions referred to in that sub-Article.
- (6) Each Contracting Party reserves the right to immediately suspend or vary the operating authorisation of a designated airline of the other Contracting Party in the event the first Contracting Party concludes, whether as a result of a ramp inspection or consultation, that immediate action is essential to the safety of airline operation.
- (7) Any action by one Contracting Party in accordance with sub-Articles (2) and (6) above, shall be discontinued upon compliance by the other Contracting Party with the safety provisions of this Article.

ARTICLE 7 AVIATION SECURITY

- (1) Consistent with their rights and obligations under international law binding on the Contracting Parties, the Contracting Parties affirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference, forms an integral part of this Agreement.
- (2) Subject to applicable domestic law and without derogating from the generality of their rights and obligations in terms of 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,

opened for signature at Tokyo on 14 September 1963; the Convention for the Suppression of Unlawful Seizure of Aircraft, opened for signature at The Hague on 16 December 1970; the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, opened for signature at Montreal on 23 September 1971; and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.

- (3) The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other 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 Organisation and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to both Contracting Parties.
- (5) 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 respective territories, and the operators of airports in their respective territories, act in conformity with such aviation security provisions as are applicable to both Contracting Parties.
- (6) Each Contracting Party agrees that its operators of aircraft shall be required to observe the aviation security provisions referred to in sub-Article (4) applied by the other Contracting Party for entry into, sojourn in, or departure from the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to apply security controls to passengers, crew, carry-on items,

baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall give positive consideration to any request from the other Contracting Party for reasonable special security measures in its territory to meet a particular threat to civil aviation.

- (7) If an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports 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.
- (8) Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party, subjected to an act of unlawful seizure or any other act of unlawful interference, which is on the ground in its territory, is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its crew and passengers. Wherever practicable, such measures shall be taken on the basis of consultations with the other Contracting Party.
- (9) If a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authority of the first Contracting Party may request immediate consultations with the aeronautical authority of the other Contracting Party. Failure to reach a satisfactory agreement within (15) fifteen days from the date of such request shall constitute grounds for the application of sub-Article (1) of Article 4. If required by an emergency, a Contracting Party may take action in terms of Article 4 prior to the expiry of fifteen (15) days. Any action taken in accordance with this sub-Article shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 8

RECOGNITION OF CERTIFICATES AND LICENCES

- (1) A certificate of airworthiness, a certificate of competency and any licence issued, or rendered valid by a Contracting Party and which is still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services: Provided that such a certificate or licence was issued or rendered valid pursuant to, and in conformity with, the minimum standards established in terms of the Convention: Provided further that each Contracting Party reserves the right to refuse to recognise, for the purpose of flights undertaken pursuant to rights granted under Article 2(3), any certificate of competency and any licence granted to its own nationals by another State.
- (2) If the privileges or conditions of a licence or certificate issued or rendered valid by a Contracting Party permit a difference from the standards established in terms of the Convention, whether or not that difference has been filed with the International Civil Aviation Organisation, the other Contracting Party may, without prejudice to the rights of the first Contracting Party, request consultations in accordance with Article 17 with the first Contracting Party with a view to satisfying itself that the practice in question is acceptable to it.

ARTICLE 9

FAIR COMPETITION

1. Each Contracting Party shall allow designated airlines to have a fair and equal opportunity to compete in providing the international air transportation governed by the agreement.
2. Each Contracting Party shall take action to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competition position of a designated airline of the other Contracting Party.

ARTICLE 10

CAPACITY

1. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based on the commercial considerations of the marketplace.
2. Services provided by a designated airline under this agreement shall retain as their primary objective the provision of capacity and frequency adequate to the traffic demands.
3. 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 offer unduly the services which the latter provides.
4. Consultations between the Contracting Parties shall be arranged whenever one Contracting Party believes that the capacity and frequency being provided under this agreement are not in accordance with article 9 (Fair Competition).

ARTICLE 11

APPROVAL OF SCHEDULE

1. The designated airline of each Contracting Party shall submit, for information purposes, its envisaged flight schedules to the Aeronautical Authority of the other Contracting Party forty-five (45) days prior to the inauguration of its services, specifying the frequency, the type of aircraft, and period of validity. This equipment shall likewise apply to any modification thereof.
2. If a designated airline wishes to operate ad-hoc flights supplementary to those covered in the schedules, it shall notify the Aeronautical Authority of the Contracting Party concerned at least two working days prior to the operation of such flights.

ARTICLE 12
PRINCIPLES GOVERNING THE OPERATION OF AGREED
SERVICES

- (1) The designated airlines of each Contracting Party shall be allowed fair and equitable treatment in order that it may enjoy equal opportunity in the operation of the agreed service. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and unfair competitive or predatory practices adversely affecting the competitive position of the designated airlines of the other Contracting Party in the exercise of its rights and entitlements set out in this Agreement.
- (2) In operating the agreed services the designated airlines of each Contracting Party shall take into consideration the interests of the designated airlines of the other Contracting Party so as not to unduly affect the services which the latter provide on the whole or part of the same routes.
- (3) There shall be no limits on the number of frequencies and capacity offered on air service linking any intra-African city pair combinations between the Contracting Parties. Each designated airline(s) shall be allowed to mount and operate such capacity and frequency as such airline(s) deems appropriate.
- (4) Consistent with the rights referred to in sub-Article (3), the Contracting Parties shall not unilaterally limit the volume of traffic, the type of aircraft to be operated or the number of flights per week, except for environmental, safety, technical or other special consideration: Provided that such actions are not intended as measures for the protection of the commercial or economic interests of a designated airline.
- (5) Notwithstanding sub-Articles (3) and (4), the Contracting Parties may impose conditions, limit or refuse the increase of capacity or frequency of a designated airline: Provided such actions-

- (a) are non-discriminatory and applied under uniform conditions to all airlines and are consistent with Article 15 of the Convention, without discrimination on the ground of nationality or identity of airlines;
 - (b) have a limited period of validity;
 - (c) do not unduly affect the objectives of the Yamoussoukro Decision;
 - (d) do not unduly distort competition between airlines; and
 - (e) are not more restricted than necessary in order to relieve the problem and are not more restrictive than those applied to any other airlines(s) of a state not party to the Yamoussoukro Decision.
- (6) When a Contracting Party considers that intervention in terms of sub-Article (4) is necessary, such Contracting Party shall, at least sixty (60) days before the effective date of such action, notify the other Contracting Party thereof, providing adequate justification for the need for such measures so as to allow consultations prior to the date of entry into force of the measure. Such measure may be implemented only if within thirty (30) days of its notification, the other Contracting Party has not indicated the intention to consent to such measures.

ARTICLE 13
TIMETABLE

- (1) A designated airline of a Contracting Party shall submit to the aeronautical authority of the other Contracting Party for its information, 30 days in advance, the timetable of its intended services, specifying the frequency, type of aircraft, configuration and number of seats to be made available to the public.
- (2) Any subsequent changes to the approved timetables of a designated airline shall be submitted to the aeronautical authority of the other Contracting Party

for its information. Information passed on should be confidential and kept in the care of the authorities.

ARTICLE 14
PROVISION OF INFORMATION AND STATISTICS

The aeronautical authority of a Contracting Party shall, upon request, provide or shall cause its designated airline(s) to provide the aeronautical authority of the other Contracting Party with such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including, but not limited to, statements of statistics related to the traffic carried by its designated airline(s) between points in the territory of the other Contracting Party and other points on the specified routes.

ARTICLE 15
COMMERCIAL ACTIVITIES

- (1) A designated airline of a Contracting Party shall, on a reciprocal basis, be allowed to establish in the territory of the other Contracting Party offices for the promotion and sale of air transportation services.
- (2) A designated airline of a Contracting Party shall be allowed to bring in and maintain in the territory of the other Contracting Party its managerial, commercial, operational and technical staff as it may require in connection with the provision of air transportation. These staff requirements may, at the option of a designated airline, be satisfied by its own personnel or by using the services of any other organisation, company or airline operating in the territory of the other Contracting Party and authorised to perform such services in the territory of that Contracting Party.
- (3) A Contracting Party shall grant to any designated airline of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through its agents. Each

designated airline shall have the right to sell such transportation and any person shall be free to purchase such transportation in any currency.

- (4) Any designated airline of a Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency, or in freely convertible currencies: Provided that this accords with local currency regulations.
- (5) The activities referred to in this Article shall be carried out in accordance with the domestic law in force in the territory of the relevant Contracting Party.

ARTICLE 16

CODE – SHARE FRAMEWORK

1. In operating or holding out the authorised services on the agreed routes, any designated airline of one Contracting Party may enter into co-operative marketing arrangements like code-sharing, blocked-space, or any other joint venture arrangements, with-

- An airline or airlines of other Contracting Party;
- An airline or airlines of a third country, provided that such third country authorizes or allow comparable arrangements between the airlines of other Contracting Party and other airlines on services to, from and via such third country.

2. Provided that all airlines in such arrangements-

- Hold the appropriate authority to operate on the routes and segments concerned;
- Meet the requirements normally applied to such arrangements; and
- Must, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline or airlines the purchaser is entering into a contractual relationship.

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3. Counting of Code-shared Services-

Each code-sharing frequency operated by the designated airlines of either country will count as one (i) frequency, whereas, the code-sharing services of the marketing carrier will not be counted as a frequency.

4. 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/from their territory and that as a minimum, passengers be provided with necessary information in the following ways:

- a. Orally and, if possible , in writing at the time of booking;
- b. In writing 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.

5. Commercial Arrangements

All code-share arrangements shall have the prior approval of the appropriate Aeronautical Authorities before implementation. Signed commercial agreements in this regard shall be filed with both Aeronautical Authorities prior to the introduction of any code-share services and shall be subject to review.

ARTICLE 17

NON-NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

1. The designated airline of each Contracting Party shall be allowed to bring into and to maintain in the territory of the other Contracting Party their representatives and managerial, operational and technical staff of any nationality as required in connection with the operation of agreed services.

2. Such representatives and staff requirements mentioned above 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 for other airlines.
3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and consistent with such laws and regulations:
 - a. Each Contracting Party shall, with the minimum procedural delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this article; and
 - b. Both Contracting Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties exceeding ninety (90) days.

ARTICLE 18

SALES AND MARKETING OF AIR SERVICE PRODUCTS

1. The designated airline of each Contracting Party shall have the right in the territory of the other Contracting Party offices for the purpose of selling and marketing international air services as well as for the ancillary products and facilities required for the provision of air transport.
2. The designated airline of each Contracting Party shall, either directly and at its discretion, through agents, have the right to engage in the sale of air transportation and its ancillary products and facilities in the territory of the other Contracting Party.
3. The designated airline of the Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation and its ancillary products and facilities in local currency or in any other freely convertible currency.
4. The designated airlines of each Contracting Party shall have the right to pay for local expenses in the territory of the Contracting Party in local currency or any freely convertible currencies.

ARTICLE 19

GROUND HANDLING

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 or as long as 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 20

TARIFFS

- (1) Each Contracting Party shall allow tariffs for air services to be established by each designated airline based upon commercial considerations in the market place. Neither Contracting Party shall require its airlines to consult other airlines about the tariffs they charge or propose to charge for services covered by this Agreement.

- (2) Each Contracting Party may require notification or filing of any tariff to be charged by its own designated airline. Neither Contracting Party shall require notification or filing of any tariffs to be charged by the designated airline of the other Contracting Party. Tariffs may remain in effect unless subsequently disapproved under paragraphs 5 below.

- (3) Each contracting party shall allow prices for air transport to be established
by each designated airline based upon commercial consideration in the market place. Intervention by the Contracting Parties shall be limited to-
 - a) prevention of unreasonable discriminatory prices or practices;
 - b) the protection of consumers from tariffs that are excessive due to the abuse of market power;
 - c) protection of airline from prices those are artificially low due to direct or indirect government subsidy or support; and

- d) the prevention of tariffs whose application constitutes anti-competitive behaviour which has or is likely to have or is explicitly intended to have the effect of preventing, restricting or distorting competition or excluding a competitor from the route.
- (4) Each Contracting Party may unilaterally disallow any tariff filed or charged by its own designated airline. However, such intervention shall be made only if it appears to the aeronautical authority of that Contracting Party that a tariff charged or proposed to be charged meets either of the criteria set out in paragraph 3 above.

Neither Contracting Party shall take unilateral action to prevent the coming into effect or continuation of a tariff charged or proposed to be charged by the airline of the other Contracting Party. If one Contracting Party believes that any such tariff is inconsistent with the considerations set out in paragraph 3 above, it may request consultations and notify the other Contracting Party of the reasons for its dissatisfaction. These consultations shall be held not later than 14 days after receipt of the request. Without mutual agreement the tariff shall not take effect or shall be withdrawn.

ARTICLE 21

CUSTOMS DUTIES AND OTHER CHARGES

- (1) Aircraft operated on agreed services by a designated airline of a Contracting Party, as well as their regular equipment, supplies of fuel, lubricants (including hydraulic fluids), consumable technical supplies, spare parts, aircraft stores including food, beverages, liquor, tobacco and other products for sale to or use by passengers, in limited quantities, during the flight, and other items intended for or used solely in connection with the aviation operation or servicing, which are on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt from customs duties, excise duties and charges: Provided that such equipment, supplies and stores remain on board the aircraft until they are re-exported or consumed during flight on the agreed service.

- (2) There shall also be exemption from the same national or local duties, fees and charges, with the exception of charges based on the cost of the service provided, in respect of-
- (a) aircraft stores taken on board in the territory of a Contracting Party, within the limits that may be fixed by the appropriate authorities of the said Contracting Party, and intended for use on board the aircraft operated on an international service by a designated airline of the other Contracting Party;
 - (b) spare parts (including engines) and regular equipment imported into the territory of a Contracting Party for the maintenance or repair of aircraft operating agreed services by the designated airline of the other Contracting Party;
 - (c) fuels and lubricants (including hydraulic fluids) destined for the designated airline of a Contracting Party to supply aircraft operating agreed services, even when these supplies are to be used on any part of a journey performed over the territory of the other Contracting Party in which they have been taken on board; and
 - (d) baggage and cargo in direct transit.
- (3) The items referred to in paragraphs (a), (b), (c) and (d) of sub-Article (2), may be required to be kept under customs supervision or control.
- (4) The regular equipment, as well as spare parts, aircraft stores, supplies of fuel, lubricants (including hydraulic fluids) and other items referred to in sub-Article (1) normally retained on board an aircraft operated by a designated airline of a 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, the said items may be placed under the supervision of those customs authorities until they are re-exported or otherwise disposed of in accordance with the domestic law of that Contracting Party.

- (5) The exemptions provided for in this Article shall be available in situations where a designated airline of a Contracting Party has entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items referred to in sub-Articles (1) and (2): Provided that such other airline similarly enjoys such exemptions from the other Contracting Party.

ARTICLE 22

TAXATION

- (1) Profits from the operation of the aircraft of a designated airline in international traffic shall be taxable only in the territory of the Contracting party in which the place of effective management of that airline is situated.
- (2) Capital represented by the aircraft of the international traffic by a designated airline and by movable property pertaining to the operation of such aircraft shall be taxable only if the territory of the Contracting Party in which the place of effective management on the airline is situated.
- (3) Where a special agreement for the avoidance of double taxation with respect to taxes on income and on capital exist between the Contracting Parties, the provision of the latter shall prevail.

ARTICLE 23

USER CHARGES

- (4) Each Contracting Party shall endeavour to ensure that user charges imposed or permitted to be imposed by its competent authorities on a designated airline of the other Contracting Party are just and reasonable. These charges shall be based on sound economic principles.

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- (5) Neither Contracting Party shall impose or permit to be imposed on the designated airline of the other Contracting Party user charges higher than those imposed on its own designated airline operating similar international air services using similar aircraft and associated facilities and services.
- (6) Each Contracting Party shall encourage consultations between its responsible charging bodies and the designated airline using the facilities and services. Where practicable, such consultations should be through the appropriate representative airline organisation.
- (7) Reasonable advance notice shall, whenever possible, be given to the designated airline of any proposals for changes to charges referred to in this Article, together with relevant supporting information and data, to enable it to express and have its views taken into account before any changes are made.

ARTICLE 24

TRANSFER OF FUNDS/EARNINGS

- (1) Subject to its applicable domestic law, each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer of the excess of receipts over expenditure earned by such designated airline in the territory of such Contracting Party in connection with the carriage of passengers, baggage, cargo and mail, as well as from any other activities related to air transport that may be permitted under domestic law. Such transfers shall be effected at the rate of exchange in accordance with the domestic law applicable in the respective countries governing current payments, but where there is no official exchange rate such transfers shall be effected at the prevailing foreign exchange market rate for current payments.
- (2) In the event that the form of payment between the Contracting Parties is governed by a special agreement, such an agreement shall apply.

ARTICLE 25

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, the designated airlines of each Contracting party may operate under this Agreement by using dry/wet leased aircraft which meets applicable safety and security requirements.

ARTICLE 26

INTERMODAL SERVICES

Each designated airline shall be permitted to use modes of transport without restriction in conjunction with the international passengers and cargo air services.

ARTICLE 27

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 to the application of this agreement.

ARTICLE 28

CONSULTATIONS

- (1) Any Contracting Party may, at any time request consultations on the implementation, interpretation, application, amendment of, or compliance with this Agreement.
- (2) Such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a

request, unless otherwise agreed by both Contracting Parties.

ARTICLE 29
SETTLEMENT OF DISPUTES

- (1) If any dispute arises between the Contracting Parties relating to the interpretation or implementation of this Agreement, the Contracting Parties shall in the first place endeavour to settle such dispute by negotiation.
- (2) If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute to some competent and independent person or body for mediation.
- (3) If settlement is not reached in accordance with sub-Article (1) or (2) the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators.
- (4) Each Contracting Party shall appoint one arbitrator and the third arbitrator, to be jointly appointed by the two arbitrators so appointed, shall act as President of the tribunal.
- (5) Each Contracting Party shall appoint its arbitrator within a period of sixty (60) days from the date of receipt of a notice by either Contracting Party from the other, through the diplomatic channel, requesting arbitration of the dispute by such a tribunal and the third arbitrator, who shall be a national of a third State, shall be appointed within a further period of sixty (60) days.
- (6) If either Contracting Party fails to appoint 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 Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators, as the case may be: Provided that the President is not a national of

either Contracting Party, in which case the Vice President of the Council may be so requested. In such a case, the arbitrator or arbitrators appointed by the said President or Vice President, as the case may be, shall not be nationals or permanent residents of the respective States of the Contracting Parties.

- (7) The tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure.
- (8) Subject to the final decision of the tribunal, the Contracting Parties shall bear in equal proportion the interim costs of arbitration.
- (9) The Contracting Parties shall comply with any provisional ruling and the final decision of the tribunal.
- (10) If, and for as long as, a Contracting Party fails to comply with a decision contemplated in sub-Article (6), the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted in terms of this Agreement to the Contracting Party in default.

ARTICLE 30

AMENDMENT OF AGREEMENT

- (1) If either of the Contracting Parties considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 28 and shall be effected by an Exchange of Notes, through the diplomatic channel, and shall come into effect on the date on which each Contracting Party has notified the other of its compliance with the constitutional requirements necessary for the implementation of the relevant amendment.
- (2) Notwithstanding the provisions of sub-Article (1), amendments to the Annex to this Agreement may be agreed upon directly by the aeronautical authority of

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the Contracting Parties. Such amendments shall apply from the date they have been agreed upon and enter into force when confirmed by both Contracting Parties through the diplomatic channel.

- (3) This Agreement shall, *mutatis mutandis*, be deemed to have been amended by those provisions of any international convention or multilateral agreement that may become binding on both Contracting Parties.

ARTICLE 31

MULTILATERAL CONVENTIONS

If both Contracting 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 32

REGISTRATION OF AGREEMENT AND AMENDMENTS

The Contracting Parties shall submit this Agreement and any subsequent amendments thereto to the International Civil Aviation Organisation for registration.

ARTICLE 33

TERMINATION OF AGREEMENT

- (1) Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through the diplomatic channel to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organisation. The Agreement shall terminate one (1) year 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.

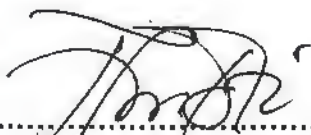
- (2) In default of acknowledgement of receipt of a notice of termination by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which the International Civil Aviation Organisation acknowledged receipt thereof unless the notice to terminate is withdrawn by agreement before the expiry of this period.

ARTICLE 34
ENTRY INTO FORCE

This Agreement shall enter into force on the date on which both Contracting Parties have notified each other in writing through diplomatic channels, of their compliance with the constitutional requirements necessary for the implementation thereof. The date of entry into force shall be the date of the last notification.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed and sealed this Agreement in two originals in the English language, all texts being equally authentic.

DONE at Riyadh, Saudi Arabia on this 4th day of December, 2023


.....
**FOR THE GOVERNMENT OF THE
KINGDOM OF ESWATINI**
Mr. Thulani Edmund
Principal Secretary
Ministry of Public Works & Transport


.....
**FOR THE GOVERNMENT OF THE
REPUBLIC OF RWANDA**
Ms Winnie NGAMIJE
Deputy Director General
Rwanda Civil Aviation Authority

ROUTE SCHEDULE**For the designated airline(s) of the Republic of Rwanda**

Point(s) of Origin	Intermediate Point(s)	Point(s) in the Kingdom of Eswatini	Point(s) Beyond
Points in the Republic of Rwanda	Any points	Any points	Any points

For the designated airline(s) of the Kingdom of Eswatini

Point(s) of Origin	Intermediate Point(s)	Point(s) in the Republic of Rwanda	Point(s) Beyond
Points in the Kingdom of Eswatini	Any points	Any points	Any points

Notes

1. Any point on the above routes may, at the option of the airline concerned, be omitted on any or all flights: Provided that any service either begins or terminates in the territory of the country designating the airline.
2. The designated airlines may exercise unrestricted 5th freedom traffic rights at intra-African points in accordance with the Yamoussoukro Decision. Furthermore, the designated airlines will be entitled to exercise 5th freedom traffic rights at intermediate and beyond points outside Africa as well.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 022/01 ryo ku wa 17/12/2025 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Ubwami bwa Eswatini yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Riyadh, muri Arabiya Sawudite, ku wa 04 Ukuboza 2023	Seen to be annexed to Presidential Order n° 022/01 of 17/12/2025 ratifying the Bilateral Air Services Agreement between Government of the Republic of Rwanda and the Government of the Kingdom of Eswatini, done at Riyadh, Saudi Arabia, on 04 December 2023	Vu pour être annexé à l'Arrêté Présidentiel n° 022/01 du 17/12/2025 ratifiant l'Accord bilatéral sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement du Royaume d'Eswatini, fait à Riyad, en Arabie Saoudite, le 04 décembre 2023
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Kigali, 17/12/2025

(sé)

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

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

ITEKA RYA PEREZIDA N° 023/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA REPUBULIKA Y’UBUFARANSI YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 06 MATA 2024 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemeza burundu <u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka <u>Ingingo ya 3:</u> Ingingo y’ururimi <u>Ingingo ya 4:</u> Gutangira gukurikizwa	PRESIDENTIAL ORDER N° 023/01 OF 17/12/2025 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE RELATING TO AIR SERVICES, DONE AT KIGALI, RWANDA, ON 06 APRIL 2024 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Ratification <u>Article 2:</u> Authorities responsible for the implementation of this Order <u>Article 3:</u> Language provision <u>Article 4:</u> Entry into force	ARRÊTÉ PRÉSIDENTIEL N° 023/01 DU 17/12/2025 RATIFIANT L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE RELATIF AUX SERVICES AÉRIENS, FAIT À KIGALI, AU RWANDA, LE 06 AVRIL 2024 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Ratification <u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté <u>Article 3:</u> Disposition linguistique <u>Article 4:</u> Entrée en vigueur
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ITEKA RYA PEREZIDA N° 023/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA REPUBULIKA Y’UBUFARANSYA YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 06 MATA 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; Dushingiye ku Itegeko Nshinga rya Repubulika y’u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n’iya 168; Dushingiye ku Itegeko n° 032/2025 ryo ku wa 16/12/2025 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y’u Rwanda na Guverinoma ya Repubulika y’Ubufaransa yerekeranye no gutwara abantu n’ibintu mu kirere, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 06 Mata 2024; Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y’u Rwanda na Guverinoma ya Repubulika y’Ubufaransa yerekeranye no gutwara abantu n’ibintu	PRESIDENTIAL ORDER N° 023/01 OF 17/12/2025 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE RELATING TO AIR SERVICES, DONE AT KIGALI, RWANDA, ON 06 APRIL 2024 We, KAGAME Paul, President of the Republic; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168; Pursuant to Law n° 032/2025 of 16/12/2025 approving the ratification of the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of France relating to Air Services, signed at Kigali, Rwanda, on 06 April 2024; Considering the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of	ARRÊTÉ PRÉSIDENTIEL N° 023/01 DU 17/12/2025 RATIFIANT L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE RELATIF AUX SERVICES AÉRIENS, FAIT À KIGALI, AU RWANDA, LE 06 AVRIL 2024 Nous, KAGAME Paul, Président de la République; Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168; Vu la Loi n° 032/2025 du 16/12/2025 approuvant la ratification de l’Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République française relatif aux services aériens, signé à Kigali, au Rwanda, le 06 avril 2024; Considérant l’Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Française relatif aux services
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mu kirere, yakorewe i Kigali, mu Rwanda, ku wa 06 Mata 2024; Bisabwe na Minisitiri w'Ibikorwa Remezo; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE: <u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika y'Ubufaransa yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Kigali, mu Rwanda, ku wa 06 Mata 2024, ari ku mugereka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. <u>Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka</u> Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.	France relating to air services, done at Kigali, Rwanda, on 06 April 2024; On proposal by the Minister of Infrastructure; After consideration and approval by the Cabinet; DO ORDER: <u>Article One: Ratification</u> The Agreement between the Government of the Republic of Rwanda and the Government of the Republic of France relating to air services, done at Kigali, Rwanda, on 06 April 2024, in Annex, is ratified and becomes fully effective. <u>Article 2: Authorities responsible for the implementation of this Order</u> The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.	aériens, fait à Kigali, au Rwanda, le 06 avril 2024; Sur proposition du Ministre des Infrastructures; Après examen et adoption par le Conseil des Ministres; ARRÊTONS: <u>Article premier: Ratification</u> L'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Française relatif aux services aériens, fait à Kigali, au Rwanda, le 06 avril 2024, en annexe, est ratifié et sort son plein et entier effet. <u>Article 2: Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.
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<u>Ingingo ya 3: Ingingo y’ururimi</u> Iri teka ryateguwe mu rurimi rw’Igifaransa.	<u>Article 3: Language provision</u> This Order was drafted in French.	<u>Article 3: Disposition linguistique</u> Le présent arrêté a été rédigé en français.
<u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.	<u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 4: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 17/12/2025

(sé)

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

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w’Intebe
Prime Minister
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:
Seen and sealed with the Seal of the Republic:
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Minisitiri w’Ubutabera akaba n’Intumwa Nkuru ya Leta
Minister of Justice and Attorney General
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UMUGEREKA W'ITEKA RYA PEREZIDA N° 023/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA Y'UBUFARANS YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 06 MATA 2024	ANNEX TO PRESIDENTIAL ORDER N° 023/01 OF 17/12/2025 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE RELATING TO AIR SERVICES, DONE AT KIGALI, RWANDA, ON 06 APRIL 2024	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 023/01 DU 17/12/2025 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE RELATIF AUX SERVICES AÉRIENS, FAIT À KIGALI, AU RWANDA, LE 06 AVRIL 2024
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AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA Y'UBUFARANS YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 06 MATA 2024	AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE RELATING TO AIR SERVICES, DONE AT KIGALI, RWANDA, ON 06 APRIL 2024	ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE RELATIF AUX SERVICES AÉRIENS, FAIT À KIGALI, AU RWANDA, LE 06 AVRIL 2024
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ACCORD ENTRE

LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA

ET

LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE

RELATIF AUX SERVICES AÉRIENS

Le Gouvernement de la République française et le Gouvernement de la République du Rwanda (ci-après dénommés « les Parties contractantes »),

Étant parties à la Convention relative à l'aviation civile internationale ouverte à la signature à Chicago le 7 décembre 1944, et

Désireux de conclure un Accord complétant ladite Convention afin d'établir des services de transport aérien entre leurs territoires respectifs et au-delà,

Sont convenus de ce qui suit :

ARTICLE 1^{er}

DÉFINITIONS

1. Aux fins du présent Accord, sauf dispositions contraires :

(a) le terme « Convention » désigne la Convention relative à l'aviation civile internationale ouverte à la signature à Chicago le 7 décembre 1944 et inclut toute Annexe adoptée en vertu de l'article 90 de ladite Convention et tout amendement aux Annexes ou à la Convention en vertu de ses articles 90 et 94, dans la mesure où ces Annexes et amendements ont été adoptés par les deux Parties contractantes ;

(b) l'expression « autorités aéronautiques » désigne, pour la République française, la Direction générale de l'aviation civile et, pour la République du Rwanda, le Ministère en charge de l'aviation civile, ou toute personne ou tout organisme habilité à exercer des fonctions exercées par les autorités susmentionnées ou des fonctions analogues ;

(c) l'expression « transporteur aérien désigné » désigne un transporteur aérien désigné conformément à l'article 3 du présent Accord ;

(d) le terme « territoire » a le sens que lui donne l'article 2 de la Convention ;

(e) les expressions « service aérien », « service aérien international », « transporteur aérien » et « escale non commerciale » ont le sens que leur donne, respectivement, l'article 96 de la Convention ;

(f) l'expression « routes spécifiées » désigne les routes figurant au tableau des routes annexé au présent Accord ;

(g) l'expression « services agréés » désigne les services aériens réguliers de transport, distinct ou combiné, de passagers, de courrier et de fret, effectués moyennant rétribution sur les routes spécifiées ;

(h) le terme « tarif » désigne les prix facturés par les transporteurs aériens, directement ou par l'intermédiaire de leurs agents, pour le transport de passagers, de bagages et de fret, ainsi que les conditions auxquelles s'appliquent ces prix, y compris la rémunération et les conditions applicables aux agences, mais à l'exclusion de la rémunération ou des conditions applicables au transport de courrier ;

(i) l'expression « redevances d'usage » désigne la redevance imposée aux transporteurs aériens par les autorités compétentes au titre de l'utilisation d'un aéroport ou d'installations de navigation aérienne par des aéronefs, leurs équipages, leurs passagers et leur fret ; et

(j) le terme « Accord » désigne le présent Accord, son Annexe et toutes modifications à l'Accord ou à son Annexe convenues conformément aux dispositions de l'article 21 du présent Accord.

2. L'Annexe fait partie intégrante du présent Accord. Toute référence à l'Accord porte également sur son Annexe, sauf dispositions contraires expressément convenues.

ARTICLE 2

OCTROI DE DROITS

1. Chaque Partie contractante accorde à l'autre Partie contractante les droits ci-après aux fins des services aériens internationaux, réguliers ou non, effectués par les transporteurs aériens de l'autre Partie contractante :

(a) le droit de survoler son territoire sans atterrir ;

(b) le droit d'effectuer des escales sur son territoire à des fins non commerciales.

2. Chaque Partie contractante accorde à l'autre Partie contractante les droits énoncés dans le présent Accord afin d'établir et d'exploiter des services aériens internationaux réguliers sur les routes spécifiées dans l'Annexe au présent Accord. Dans le cadre de l'exploitation d'un service agréé sur une route spécifiée, un transporteur aérien désigné par une Partie contractante a, outre les droits énoncés au paragraphe 1 du présent article, le droit d'effectuer des escales sur le territoire de l'autre Partie contractante aux points mentionnés sur ladite route spécifiée afin d'embarquer et de débarquer, séparément ou ensemble, des passagers et du fret, y compris du courrier, à destination ou en provenance du territoire de la première Partie contractante.

3. Aucune disposition du présent Accord ne peut être interprétée comme conférant au transporteur aérien d'une Partie contractante le droit d'embarquer sur le territoire de l'autre Partie contractante, moyennant location ou rémunération, des passagers, leurs bagages ou du fret, y compris du courrier, à destination d'un autre point situé sur le territoire de cette autre Partie contractante.

ARTICLE 3

DÉSIGNATION ET AUTORISATION DES TRANSPORTEURS AÉRIENS

1. Chaque Partie contractante a le droit de désigner par écrit à l'autre Partie contractante un ou plusieurs transporteurs aériens aux fins d'exploitation des services agréés sur les routes spécifiées.

2. Dès réception d'une désignation effectuée par l'une des Parties contractantes conformément aux dispositions du paragraphe 1 du présent article et sur demande du transporteur aérien désigné présentée dans la forme et selon les modalités prescrites, les autorités aéronautiques de l'autre Partie contractante accordent les autorisations d'exploitation appropriées dans les délais les plus brefs, à condition :

- (a) dans le cas d'un transporteur aérien désigné par la République française,
 - i. que ce transporteur soit établi sur le territoire de la République française au sens du Traité sur l'Union européenne et du Traité sur le fonctionnement de l'Union européenne et possède une licence d'exploitation valide conforme au droit de l'Union européenne ; et
 - ii. que le contrôle réglementaire effectif du transporteur aérien soit exercé et assuré par l'État membre de l'Union européenne responsable de la délivrance de son certificat de transporteur aérien et que les autorités aéronautiques compétentes soient clairement identifiées dans la désignation ; et
 - iii. que le transporteur aérien soit détenu, soit directement, soit par participation majoritaire, par des États membres de l'Union européenne ou de l'Association européenne de libre-échange et/ou des ressortissants de ces États, et soit soumis à un contrôle effectif de ces États et/ou des ressortissants de ces États ;
- (b) dans le cas d'un transporteur aérien désigné par la République du Rwanda,
 - i. que ce transporteur soit établi sur le territoire de la République du Rwanda et possède une licence d'exploitation valide conforme au droit de la République du Rwanda ; et
 - ii. que la République du Rwanda exerce et assure un contrôle réglementaire effectif sur le transporteur aérien ; et
 - iii. que ce transporteur soit détenu, soit directement, soit par participation majoritaire, par la République du Rwanda et/ou par ses ressortissants et soit soumis à un contrôle effectif de cet État et/ou de ses ressortissants ;
- (c) que le transporteur aérien désigné soit à même de satisfaire aux conditions prescrites en vertu des lois et règlements normalement et raisonnablement applicables en matière de transport aérien international par la Partie contractante qui examine la ou les demandes conformément aux dispositions de la Convention ; et
- (d) que les normes énoncées aux articles 9 (Sécurité de l'aviation) et 10 (Sûreté de l'aviation) soient appliquées et mises en œuvre.

3. Lorsqu'un transporteur aérien a été ainsi désigné et autorisé, il peut commencer à tout moment l'exploitation des services agréés, sous réserve de respecter les dispositions du présent Accord.

ARTICLE 4

RÉVOCATION OU SUSPENSION D'UNE AUTORISATION D'EXPLOITATION

1. Chaque Partie contractante a le droit de révoquer une autorisation d'exploitation, de suspendre l'exercice des droits accordés par le présent Accord à un transporteur aérien désigné par l'autre Partie contractante ou d'imposer à l'exercice de ces droits les conditions qu'elle estime nécessaires :

- (a) dans le cas d'un transporteur aérien désigné par la République française,
 - i. si ce transporteur n'est pas établi sur le territoire de la République française en vertu du Traité sur l'Union européenne et du Traité sur le fonctionnement de l'Union européenne ou ne possède pas de licence d'exploitation valide conforme au droit de l'Union européenne ; ou
 - ii. si le contrôle réglementaire effectif du transporteur aérien n'est pas exercé ou assuré par l'État membre de l'Union européenne responsable de la délivrance de son certificat de transporteur aérien ou si les autorités aéronautiques compétentes ne sont pas clairement identifiées dans la désignation ; ou
 - iii. si le transporteur aérien n'est pas détenu, soit directement, soit par participation majoritaire, par des États membres de l'Union européenne ou de l'Association européenne de libre-échange et/ou des ressortissants de ces États, ou n'est pas soumis à tout moment à un contrôle effectif de ces États et/ou des ressortissants de ces États.
- (b) dans le cas d'un transporteur aérien désigné par la République du Rwanda,
 - i. si ce transporteur n'est pas établi sur le territoire de la République du Rwanda ou ne possède pas de licence d'exploitation valide conforme au droit de la République du Rwanda ; ou
 - ii. si la République du Rwanda n'exerce pas et n'assure pas un contrôle réglementaire effectif sur le transporteur aérien ; ou
 - iii. si le transporteur aérien n'est pas détenu, soit directement, soit par participation majoritaire, par la République du Rwanda et/ou de ressortissants de la République du Rwanda, ou n'est pas soumis à tout moment à un contrôle effectif de cet État et/ou de ses ressortissants ;

En exerçant son droit dans le cadre du présent paragraphe, aucune Partie contractante n'exerce de discrimination, notamment basée sur la nationalité, entre les transporteurs aériens.

- (c) dans le cas où ledit transporteur aérien ne se conforme pas aux lois ou règlements normalement et uniformément appliqués à l'exploitation de transports aériens internationaux par la Partie contractante qui accorde ces droits ;

(d) dans tous les cas où les normes énoncées dans le présent Accord, en particulier aux articles 9 (Sécurité de l'aviation) et 10 (Sûreté de l'aviation), ne sont pas appliquées et mises en œuvre.

2. À moins que la révocation, la suspension ou l'imposition des conditions prévues au paragraphe 1 du présent article ne soient immédiatement nécessaires pour éviter de nouvelles infractions aux lois et règlements ou aux dispositions du présent Accord, ce droit n'est exercé qu'après consultation de l'autre Partie contractante. Lesdites consultations se tiennent dans les trente (30) jours suivant la date de leur demande par l'une des Parties contractantes, sauf accord contraire entre les deux Parties contractantes.

ARTICLE 5

PRINCIPES RÉGISSANT L'EXPLOITATION DES SERVICES AGRÉÉS

1. Chaque Partie contractante fait en sorte que les transporteurs aériens désignés des deux Parties contractantes disposent de possibilités équitables et égales de concurrence pour l'exploitation des services agréés régis par le présent Accord. Chaque Partie contractante s'assure que son ou ses transporteurs aériens désignés fonctionnent dans des conditions qui permettent de respecter ce principe et prend des mesures pour en assurer le respect en tant que de besoin.

2. Les services agréés exploités par les transporteurs aériens désignés des Parties contractantes sur les routes spécifiées entre leurs territoires respectifs doivent être en rapport étroit avec les besoins du public en matière de transport et avoir pour objectif primordial d'offrir, avec un coefficient de remplissage raisonnable compatible avec les tarifs conformes aux dispositions de l'article 18 (Tarifs) du présent Accord, une capacité appropriée pour faire face aux besoins courants et raisonnablement attendus de transport de passagers, de fret et de courrier, afin de favoriser le développement harmonieux des services aériens entre les territoires des Parties contractantes.

ARTICLE 6

CONCURRENCE ÉQUITABLE

1. Les Parties contractantes reconnaissent que leur objectif commun est de disposer d'un environnement équitable et ouvert à la concurrence, et d'offrir aux transporteurs aériens des deux Parties contractantes la possibilité de se livrer une concurrence loyale et équitable pour l'exploitation des services agréés sur les routes spécifiées. En conséquence, les Parties contractantes prennent toutes les mesures adéquates pour assurer le plein respect de cet objectif.

2. Les Parties contractantes affirment qu'une concurrence libre, équitable et sans distorsion est importante pour promouvoir les objectifs du présent Accord et notent que l'existence d'un droit de la concurrence complet et d'une autorité indépendante de la concurrence, ainsi que l'application saine et efficace de leur droit national de la concurrence, sont importantes pour la fourniture efficace de services de transport aérien. Le droit de la concurrence de chaque Partie contractante qui traite des questions couvertes par le présent article, tel qu'amendé périodiquement, s'applique aux activités des transporteurs aériens sur le territoire de chacune

des Parties contractantes. Les Parties contractantes partagent l'objectif de compatibilité et de convergence du droit de la concurrence et de son application effective. Elles coopèrent le cas échéant et s'il y a lieu, à l'application effective du droit de la concurrence, notamment en autorisant leur(s) transporteur(s) aérien(s) ou d'autres ressortissants à communiquer, conformément à leurs règles et jurisprudence respectives, les informations pertinentes pour une action relevant du droit de la concurrence intentée par leurs autorités de la concurrence respectives.

3. Aucune disposition du présent Accord ne peut limiter ou compromettre l'autorité et les pouvoirs des autorités compétentes en matière de concurrence, et des tribunaux de l'une ou l'autre des Parties contractantes ni y porter atteinte, et toutes les questions relatives à l'application du droit de la concurrence continuent de relever de la compétence exclusive de ces autorités et tribunaux. Toute mesure prise par une Partie contractante en vertu du présent article est donc sans préjudice de toute mesure éventuelle prise par ces autorités et ces tribunaux.

4. Chaque Partie contractante élimine toutes les formes de discrimination ou de pratiques déloyales qui porteraient atteinte à la possibilité, pour les transporteurs aériens de l'autre Partie contractante, de se livrer une concurrence loyale et équitable pour la fourniture de services de transport aérien.

5. Aucune Partie contractante n'accorde ni n'autorise de subventions ni d'aides publiques à ses transporteurs aériens si celles-ci sont susceptibles de fausser de manière significative, de façon injustifiée, la concurrence loyale et équitable pour la fourniture de services de transport aérien pour les transporteurs aériens de l'autre Partie contractante. Ces subventions ou aides peuvent inclure notamment mais non exclusivement les subventions croisées, la compensation de pertes d'exploitation, l'apport de capitaux, des aides non remboursables, des cautionnements, des prêts ou assurances assortis de conditions préférentielles, la protection contre la faillite, la renonciation au recouvrement de montants dus, la renonciation à la rémunération normale des ressources publiques engagées, des allègements ou exonérations fiscaux, la compensation des charges financières imposées par les autorités publiques et l'accès, sur une base discriminatoire ou non commerciale, aux installations et services de navigation aérienne ou aéroportuaires, aux carburants, à la manutention au sol, à la sûreté, aux systèmes informatiques de réservation, à l'allocation de créneaux horaires ou aux autres installations et services connexes nécessaires à l'exploitation de services aériens.

6. Lorsqu'une Partie contractante accorde à un transporteur aérien des subventions ou des aides publiques au sens du paragraphe 5 ci-dessus, elle doit garantir la transparence de ces mesures par les moyens appropriés, qui peuvent inclure d'exiger du transporteur aérien qu'il précise clairement et séparément cette subvention ou cette aide dans ses comptes.

7. Chaque Partie contractante, à la demande de l'autre Partie contractante, fournit à cette dernière, dans des délais raisonnables, des informations pouvant raisonnablement être demandées par l'autre Partie contractante pour assurer le respect des dispositions du présent article. La fourniture de ces informations peut être soumise à un traitement confidentiel de la part de la Partie contractante qui demande accès à l'information.

8. Chaque Partie contractante interdit au(x) transporteur(s) aérien(s) :

(a) en liaison avec un ou plusieurs autre(s) transporteur(s) aérien(s), de conclure des accords, prendre des décisions ou se livrer à des pratiques concertées susceptibles d'affecter les services de transport aérien à destination ou en provenance de cette Partie contractante, et qui ont pour objet ou pour effet d'empêcher, de restreindre ou de fausser le jeu de la concurrence. Cette interdiction peut être déclarée inapplicable lorsque ces accords, décisions ou pratiques contribuent à améliorer la production ou la distribution des services ou à promouvoir le progrès technique ou économique, tout en réservant aux consommateurs une partie équitable du profit qui en résulte, et sans : (a) imposer aux transporteurs aériens concernés des restrictions qui ne sont pas indispensables pour atteindre ces objectifs ; (b) donner à ces transporteurs aériens la possibilité, pour une partie substantielle des services en cause, d'éliminer la concurrence, et

(b) d'abuser d'une position dominante susceptible d'affecter les services de transport aérien à destination ou en provenance de cette Partie contractante.

9. Sans préjudice de toute mesure prise par l'autorité et/ou le tribunal compétent chargé de la concurrence pour la mise en œuvre des règles mentionnées aux paragraphes 5, 6 et 9 :

(a) si l'une des Parties contractantes estime qu'un transporteur aérien est victime de discrimination ou de pratiques déloyales au sens des paragraphes 5, 6 et 9 ci-dessus et que cela peut être prouvé, elle peut adresser des observations écrites à l'autre Partie contractante. Après avoir informé l'autre Partie contractante, une Partie contractante peut également s'adresser aux organismes d'État compétents sur le territoire de l'autre Partie contractante, notamment les organismes de niveau national, régional, provincial ou local, pour discuter des questions liées au présent article. En outre, l'une des Parties contractantes peut demander des consultations sur ce sujet avec l'autre Partie contractante afin de résoudre le problème. Ces consultations doivent démarrer dans les trente (30) jours suivant la date de réception de la demande. Dans l'intervalle, les Parties contractantes échangent suffisamment d'informations pour permettre un examen complet de la préoccupation exprimée par l'une des Parties contractantes ;

(b) si les Parties contractantes ne parviennent pas à résoudre la question par des consultations dans un délai de trente (30) jours à compter du début des consultations ou si les consultations ne commencent pas dans un délai de trente (30) jours à compter de la réception de la demande concernant une violation alléguée des paragraphes 5 et 6 ci-dessus, la Partie contractante qui a demandé les consultations a le droit de suspendre l'exercice des droits accordés par le présent Accord au(x) transporteur(s) aérien(s) de l'autre Partie contractante en refusant, retirant, révoquant ou suspendant l'autorisation d'exploitation, ou d'imposer à l'exercice de ces droits les conditions qu'elle estime nécessaires, ou d'imposer des droits ou de prendre d'autres mesures. Toute mesure prise en vertu du présent paragraphe doit être appropriée, proportionnée et limitée au strict nécessaire quant à son champ et à sa durée.

ARTICLE 7

APPLICATION DES LOIS ET RÈGLEMENTS

1. Les lois, règlements et procédures d'une Partie contractante relatifs à l'entrée sur son territoire ou à la sortie de son territoire des aéronefs assurant des services aériens internationaux, ou à l'exploitation et à la navigation de ces aéronefs durant leur séjour sur son territoire, s'appliquent aux aéronefs du ou des transporteurs aériens désignés de l'autre Partie contractante et sont appliqués à ces aéronefs à leur entrée sur le territoire, à leur sortie du territoire ou pendant leur séjour sur le territoire de la première Partie contractante.

2. Les lois et règlements d'une Partie contractante relatifs à l'entrée sur son territoire ou à la sortie de son territoire des passagers, des bagages, des équipages et du fret à bord d'aéronefs sont respectés par lesdits passagers, bagages, équipages et fret du ou des transporteur(s) aérien(s) de l'autre Partie contractante, ou en leur nom, à l'entrée sur le territoire ou à la sortie du territoire d'une Partie contractante.

3. Les lois et règlements mentionnés aux paragraphes 1 et 2 du présent article sont les mêmes que ceux qui s'appliquent aux aéronefs nationaux qui assurent des services aériens internationaux analogues, ainsi qu'aux passagers, aux bagages, aux équipages, au fret et au courrier transportés par ces aéronefs.

ARTICLE 8

CERTIFICATS DE NAVIGABILITÉ, BREVETS D'APTITUDE ET LICENCES

1. La validité des certificats de navigabilité, brevets d'aptitude et licences délivrés ou validés conformément aux lois et règlements d'une Partie contractante est reconnue par l'autre Partie contractante aux fins de l'exploitation des services agréés sur les routes spécifiées, sous réserve que les critères de délivrance ou de validation desdits certificats, brevets ou licences soient au moins égaux aux normes qui peuvent être instituées en application de la Convention.

2. Toutefois, chaque Partie contractante se réserve le droit de ne pas reconnaître, aux fins du survol de son propre territoire, la validité des brevets d'aptitude et licences délivrés à ses propres ressortissants par l'autre Partie contractante.

ARTICLE 9

SÉCURITÉ DE L'AVIATION

1. Chaque Partie contractante peut demander à tout moment des consultations au sujet des normes de sécurité adoptées par l'autre Partie contractante et relatives aux installations aéronautiques, aux équipages, aux aéronefs et à leur exploitation. Ces consultations ont lieu dans un délai de trente (30) jours à compter de la date de la demande.

2. Si, à la suite de ces consultations, une Partie contractante estime que l'autre Partie contractante n'adopte ou ne met pas en œuvre de manière efficace, dans les domaines mentionnés au paragraphe 1, des normes de sécurité au moins égales aux normes minimales en vigueur au moment considéré en application de la Convention, elle informe l'autre Partie contractante de ces constatations et l'autre Partie contractante adopte des mesures correctives en conséquence. Si l'autre Partie contractante ne prend pas des mesures appropriées dans un délai raisonnable et, en tout cas, dans les quinze (15) jours ou dans un délai plus long éventuellement arrêté d'un commun accord, il y a lieu d'appliquer l'article 4 du présent Accord.

3. Nonobstant les obligations énoncées à l'article 33 de la Convention, il est convenu que tout aéronef exploité ou loué par le ou les transporteurs aériens d'une Partie contractante pour des services à destination ou en provenance du territoire de l'autre Partie contractante peut, pendant son séjour sur le territoire de l'autre Partie contractante, être soumis par les représentants habilités de l'autre Partie contractante à un examen à bord ou à l'extérieur de l'aéronef afin de vérifier la validité des documents de l'aéronef et de ceux de son équipage ainsi que l'état apparent de l'aéronef et de ses équipements (examen dénommé « inspection au sol » dans la suite du présent article), pour autant que cela n'entraîne pas un retard déraisonnable.

4. Si une inspection ou une série d'inspections au sol donne lieu à :

(a) des motifs sérieux de penser qu'un aéronef ou son exploitation ne respecte pas les normes minimales en vigueur au moment considéré conformément à la Convention ; ou

(b) des motifs sérieux de craindre des déficiences dans l'adoption et la mise en œuvre effectives de normes de sécurité en vigueur au moment considéré conformément à la Convention ;

la Partie contractante qui effectue l'inspection est, aux fins de l'application de l'article 33 de la Convention, libre de conclure que les critères suivant lesquels les certificats, brevets ou licences relatifs à cet aéronef, à son exploitant ou à son équipage ont été délivrés ou validés ne sont pas égaux ou supérieurs aux normes minimales en vigueur au moment considéré conformément à la Convention.

5. En cas de refus d'accès à un aéronef exploité par le ou les transporteurs aériens d'une Partie contractante aux fins de son inspection au sol conformément au paragraphe 3 ci-dessus, l'autre Partie contractante est libre d'en déduire qu'il existe des motifs sérieux du type de ceux mentionnés au paragraphe 4 ci-dessus et d'en tirer les conclusions mentionnées au même paragraphe.

6. Chaque Partie contractante se réserve le droit de suspendre ou de modifier immédiatement l'autorisation d'exploitation accordée à un ou plusieurs transporteurs aériens de l'autre Partie contractante si, à la suite d'une inspection au sol, d'une série d'inspections au sol, d'un refus d'accès pour inspection au sol, de consultations ou de toute autre forme de dialogue, elle conclut à la nécessité d'agir immédiatement pour assurer la sécurité de l'exploitation d'un ou de plusieurs transporteurs aériens.

7. Toute mesure prise par une Partie contractante conformément aux paragraphes 2 ou 6 ci-dessus est suspendue dès que les faits qui l'ont motivée ont cessé d'exister.

8. Si la République française a désigné un transporteur aérien dont le contrôle réglementaire est exercé et assuré par un autre État membre de l'Union européenne, les droits de la République du Rwanda au titre du présent article s'appliquent également à l'adoption, à l'application ou à la mise en œuvre de normes de sécurité par cet État membre de l'Union européenne et à l'autorisation d'exploitation de ce transporteur aérien.

ARTICLE 10

SÛRETÉ DE L'AVIATION

1. Conformément à leurs droits et obligations en vertu du droit international, les Parties contractantes réaffirment que leur obligation mutuelle de protéger la sûreté de l'aviation civile contre les actes d'intervention illicite fait partie intégrante du présent Accord. Sans limiter la portée générale de leurs droits et obligations découlant du droit international, les Parties contractantes agissent, notamment, conformément aux dispositions de la Convention relative aux infractions et à certains autres actes survenant à bord des aéronefs signée à Tokyo le 14 septembre 1963, de la Convention pour la répression de la capture illicite d'aéronefs signée à La Haye le 16 décembre 1970, de la Convention pour la répression d'actes illicites dirigés contre la sécurité de l'aviation civile signée à Montréal le 23 septembre 1971, du Protocole pour la répression des actes illicites de violence dans les aéroports servant à l'aviation civile internationale, complémentaire à la Convention pour la répression d'actes illicites dirigés contre la sécurité de l'aviation civile, ouvert à la signature à Montréal le 24 février 1988, de la Convention sur le marquage des explosifs plastiques et en feuilles aux fins de détection signée à Montréal le 1^{er} mars 1991 et de tout autre accord multilatéral régissant la sûreté de l'aviation civile et liant les deux Parties contractantes.

2. Les Parties contractantes s'accordent mutuellement, sur demande, toute l'aide nécessaire pour prévenir les actes de capture illicite d'aéronefs civils et les autres actes illicites dirigés contre la sécurité desdits aéronefs, de leurs passagers, de leurs équipages, des aéroports et des installations de navigation aérienne, ainsi que toute autre menace pour la sûreté de l'aviation civile.

3. Les Parties contractantes agissent, dans leurs relations mutuelles, conformément aux dispositions relatives à la sûreté de l'aviation établies par l'Organisation de l'aviation civile internationale et désignées comme Annexes à la Convention, dans la mesure où ces dispositions leur sont applicables ; elles exigent que les exploitants d'aéronefs dont le siège principal d'exploitation ou la résidence permanente est situé sur leur territoire et, dans le cas de la République française, que les exploitants qui sont établis sur son territoire et possèdent une licence d'exploitation conformément au droit de l'Union européenne, ainsi que les exploitants des aéroports situés sur leur territoire, agissent conformément à ces dispositions relatives à la sûreté de l'aviation. Dans le présent paragraphe, la référence aux dispositions relatives à la sûreté de l'aviation inclut toute divergence notifiée par la Partie contractante concernée. Chaque Partie contractante informe à l'avance l'autre Partie contractante de son intention de notifier une éventuelle divergence concernant ces dispositions.

4. Chaque Partie contractante convient que ses exploitants d'aéronefs peuvent être tenus de respecter, pour la sortie du territoire de l'autre Partie contractante ou pendant le séjour sur ce territoire, les dispositions en matière de sûreté de l'aviation en vertu de la législation en vigueur dans ce pays, conformément à l'article 7 du présent Accord. Chaque Partie contractante fait en sorte que des mesures appropriées soient effectivement appliquées sur son territoire pour protéger les aéronefs et pour inspecter les passagers, les équipages, leurs bagages, le fret et les provisions de bord, avant et pendant l'embarquement ou le chargement. Chaque Partie contractante examine également avec bienveillance toute demande émanant de l'autre Partie contractante en vue d'instituer des mesures spéciales de sûreté raisonnables afin de faire face à une menace particulière.

5. En cas d'incident ou de menace d'incident de capture illicite d'un aéronef civil ou d'autres actes illicites dirigés contre la sécurité de passagers, d'équipages, d'aéronefs, d'aéroports ou d'installations de navigation aérienne, les Parties contractantes se prêtent mutuellement assistance en facilitant les communications et en prenant d'autres mesures appropriées destinées à mettre fin rapidement et en toute sécurité à cet incident ou à cette menace.

6. Si une Partie contractante a des motifs raisonnables d'estimer que l'autre Partie contractante n'a pas respecté les dispositions relatives à la sûreté de l'aviation prévues au présent article, elle peut demander l'ouverture de consultations immédiates avec l'autre Partie contractante. Sans préjudice des dispositions de l'article 4 du présent Accord, l'absence d'accord satisfaisant dans un délai de quinze (15) jours à compter de la date de cette demande constitue un motif de suspension des droits accordés aux Parties contractantes en vertu du présent Accord. En cas d'urgence constituée par une menace directe et exceptionnelle pour la sûreté de passagers, d'équipages ou d'aéronefs d'une Partie contractante et si l'autre Partie contractante ne s'est pas acquittée comme il convient des obligations qui découlent pour elle des paragraphes 4 et 5 du présent article, une Partie contractante peut prendre immédiatement, à titre provisoire, les mesures de protection appropriées pour parer à cette menace. Toute mesure prise conformément au présent paragraphe est suspendue dès que l'autre Partie contractante s'est conformée aux dispositions du présent article en matière de sûreté.

ARTICLE 11

ENVIRONNEMENT

1. Les Parties contractantes reconnaissent la nécessité de protéger l'environnement en favorisant le développement durable de l'aviation.

2. Les Parties contractantes entendent coopérer entre elles et avec la communauté internationale pour identifier les enjeux liés aux incidences de l'aviation internationale sur l'environnement et pour réduire au maximum ces incidences. Elles conviennent d'échanger des informations entre experts dans les domaines tels que la recherche et développement, les carburants durables pour l'aviation, les questions liées au bruit et d'autres mesures visant à réduire les émissions de gaz à effet de serre, en tenant compte des droits et obligations multilatéraux en matière environnementale qui leur incombent en vertu du droit international.

3. Les Parties contractantes reconnaissent la nécessité de prendre des mesures appropriées pour prévenir ou traiter les incidences du transport aérien sur l'environnement, pour autant que ces mesures soient totalement compatibles avec leurs droits et obligations, notamment les normes et pratiques recommandées prévues à l'annexe 16 de la Convention. Elles reconnaissent l'importance du programme de compensation et de réduction de carbone pour l'aviation internationale (CORSIA) dont elles sont membres toutes les deux, et elles conviennent de promouvoir ce programme dans leurs relations respectives avec des pays tiers.

ARTICLE 12

REDEVANCES D'USAGE

1. Les redevances d'usage qui peuvent être perçues par les autorités ou organismes compétents d'une Partie contractante auprès du ou des transporteurs aériens désignés de l'autre Partie contractante au titre de l'utilisation des installations et services aéroportuaires et des installations de sécurité, de sûreté, de navigation aérienne et autres qui relèvent de leur autorité doivent être justes, raisonnables, non discriminatoires et faire l'objet d'une répartition équitable entre les catégories d'utilisateurs. Elles ne doivent pas être plus élevées que celles qui sont perçues au titre de l'utilisation desdits services et installations par un autre transporteur aérien qui exploite les mêmes services internationaux ou des services analogues.

2. Ces redevances peuvent refléter, sans toutefois excéder, une part équitable du coût total supporté pour la mise à disposition des installations et services aéroportuaires ainsi que des services et installations de sécurité, de sûreté et de navigation aérienne. Les installations et services pour lesquels des redevances sont perçues sont fournis selon une approche économique et efficace. Les autorités ou organismes compétents de chaque Partie contractante notifient au(x) transporteur(s) aérien(s) désigné(s) de l'autre Partie contractante tout projet de modification significative de ces redevances ; cette notification doit intervenir dans un délai raisonnable précédant l'entrée en vigueur de ladite modification. En cas d'augmentation des redevances, chaque Partie contractante encourage les consultations entre les autorités ou organismes compétents sur son territoire et les transporteurs aériens qui utilisent les services et installations.

ARTICLE 13

DROITS DE DOUANE ET D'ACCISES

1. Chaque Partie contractante exonère les transporteurs aériens désignés de l'autre Partie contractante des restrictions à l'importation, des droits de douane et d'accises, des frais d'inspection et des autres droits et redevances sur les aéronefs, les carburants et lubrifiants, les fournitures techniques consommables, les pièces détachées, y compris les moteurs, équipements habituels, les équipements au sol, les aéronefs, les provisions de bord et les autres articles destinés à être utilisés ou utilisés uniquement en rapport avec l'exploitation ou l'entretien des aéronefs des transporteurs aériens désignés ou d'une autre Partie contractante exploitant des services agréés, ainsi que le stock de billets imprimés, les lettres de transport aérien, tout imprimé portant l'insigne du transporteur et le matériel publicitaire courant distribué gratuitement par ces transporteurs aériens désignés.

2. Les exonérations prévues par le présent article s'appliquent aux articles visés au paragraphe 1 qu'ils soient ou non utilisés ou consommés totalement sur le territoire de la Partie contractante accordant l'exonération, sous réserve que ces articles soient :

- a) introduits sur le territoire de l'une des Parties contractantes par les transporteurs aériens désignés de l'autre Partie contractante ou pour leur compte, mais pas aliénés sur le territoire de ladite Partie contractante ;
- b) conservés à bord de l'aéronef des transporteurs aériens désignés de l'une des Parties contractantes à leur arrivée dans l'autre Partie contractante ou leur départ de l'autre Partie contractante ;

- c) embarqués à bord de l'aéronef des transporteurs aériens désignés de l'une des Parties contractantes sur le territoire de l'autre Partie contractante et destinés à être utilisés pour l'exploitation des services agréés ;
- d) Les billets, brochures, prospectus, calendriers, agendas, papiers à en-tête et uniformes sur lesquels est gravé, imprimé ou marqué le logo du transporteur aérien, n'ayant pas de valeur commerciale et utilisés par les transporteurs aériens désignés de l'une des Parties contractantes sur le territoire de l'autre Partie contractante.

3. L'équipement aéroporté normal, l'équipement au sol, ainsi que les matériels et fournitures normalement conservés à bord de l'aéronef des transporteurs aériens désignés de l'une des Parties contractantes ne peuvent être déchargés sur le territoire de l'autre Partie contractante qu'avec l'accord des autorités douanières de ce territoire. Dans ce cas, ils peuvent être placés sous la surveillance desdites autorités jusqu'à ce qu'ils soient réexportés ou cédés d'une autre manière conformément à la législation et à la réglementation douanières.

4. Les bagages et le fret en transit direct sont exonérés des droits de douane et autres taxes et droits.

5. Les exonérations prévues au présent article sont également accordées lorsque les transporteurs aériens désignés d'une Partie contractante ont passé un contrat avec un autre transporteur aérien bénéficiant des mêmes exonérations de la part de l'autre Partie contractante pour le prêt ou le transfert sur le territoire de l'autre Partie contractante des articles mentionnés au paragraphe 1 du présent article.

6. Aucune disposition du présent Accord n'empêche d'imposer, de manière non discriminatoire :

- a) pour la République française, en application de la réglementation de l'Union européenne en la matière, des prélèvements, impôts, droits, taxes ou redevances sur le carburant fourni sur son territoire en vue d'une utilisation par un aéronef d'un transporteur aérien désigné conformément à l'article 3.2. (b) du présent Accord qui exploite une liaison entre un point situé sur le territoire de la République française et un autre point situé sur le territoire d'un État membre de l'Union européenne ;
- b) pour la République du Rwanda, en application de la réglementation rwandaise en la matière, des prélèvements, impôts, droits, taxes ou redevances sur le carburant fourni sur son territoire en vue d'une utilisation par un aéronef d'un transporteur aérien désigné conformément à l'article 3.2. (a) du présent Accord qui exploite une liaison entre deux points situés sur le territoire de la République du Rwanda.

ARTICLE 14

ACTIVITÉS COMMERCIALES

1. Le ou les transporteurs aériens désignés d'une Partie contractante ont le droit, sur la base de la réciprocité, d'établir des bureaux sur le territoire de l'autre Partie contractante aux fins de la promotion et de la vente de services de transport aérien.

2. Le ou les transporteurs aériens désignés d'une Partie contractante sont autorisés, sur la base de la réciprocité, à faire entrer et séjourner sur le territoire de l'autre Partie contractante son ou leur personnel de gestion, d'exploitation, commercial et tout autre personnel spécialisé

nécessaire pour assurer les transports aériens, en fonctions de leur besoin pour ses ou leurs opérations, y compris pour de brèves périodes n'excédant pas quatre-vingt-dix (90) jours.

3. Chaque Partie contractante accorde au personnel nécessaire du ou des transporteurs aériens désignés de l'autre Partie contractante, sur la base de la réciprocité, l'autorisation d'accéder, sur son territoire, à l'aéroport et aux zones en rapport avec l'exploitation des aéronefs, les équipages, les passagers et le fret d'un transporteur aérien désigné de l'autre Partie contractante.

4. Les lois et règlements de l'autre Partie contractante s'appliquent au personnel visé aux paragraphes 1, 2 et 3 du présent article tant qu'ils se trouvent sur le territoire de l'autre Partie contractante.

5. Les Parties contractantes s'assurent que les passagers, quelle que soit leur nationalité, puissent acheter des billets auprès du transporteur aérien de leur choix, en monnaie locale ou en toute devise librement convertible acceptée par ce transporteur aérien. Ces principes s'appliquent également au transport de fret.

6. Sur la base de la réciprocité, le ou les transporteurs aériens désignés d'une Partie contractante ont, sur le territoire de l'autre Partie contractante, le droit de procéder, en monnaie locale ou en toute devise librement convertible, à la vente de billets de transport aérien de passagers et de fret, dans leurs propres bureaux comme par l'intermédiaire des agents accrédités de leur choix. Le ou les transporteurs aériens désignés d'une Partie contractante ont le droit d'ouvrir et de conserver, sur le territoire de l'autre Partie contractante, des comptes bancaires nominatifs dans la monnaie de l'une ou l'autre des Parties contractantes ou en toute devise librement convertible, à leur discrétion.

ARTICLE 15

ACCORDS DE COOPERATION COMMERCIALE

1. Pour l'exploitation de services agréés, le ou les transporteurs aériens désignés de chaque Partie contractante peuvent conclure des accords de coopération commerciale, notamment des accords de réservation de capacité, de partage de codes ou tout autre accord de coentreprise :

- (a) avec un ou plusieurs transporteurs aériens de l'une ou l'autre des Parties contractantes ; et
- (b) avec un ou plusieurs transporteurs aériens d'un pays tiers.

2. Le ou les transporteurs aériens de fait concernés par lesdits accords de coopération commerciale doivent disposer des autorisations adéquates et des droits de trafic correspondants, y compris ceux relatifs aux routes et aux enveloppes de capacité, et satisfaire aux critères normalement applicables à de tels accords.

3. Tous les transporteurs aériens contractuels concernés par lesdits accords de coopération commerciale doivent disposer des autorisations adéquates et des droits correspondants relatifs aux routes, et satisfaire aux critères normalement applicables à de tels accords.

4. La capacité totale exploitée par les services aériens assurés dans le cadre desdits accords de coopération commerciale n'est décomptée que de l'enveloppe de capacité de la Partie contractante qui a désigné le ou les transporteurs aériens de fait. La capacité proposée pour ces services par le ou les transporteurs aériens contractuels n'est pas décomptée de l'enveloppe de capacité de la Partie contractante qui a désigné ce transporteur.

5. Les autorités aéronautiques de chaque Partie contractante peuvent demander non seulement au(x) transporteur(s) aérien(s) de fait, mais aussi au(x) transporteur(s) aérien(s) contractuel(s) de soumettre leurs programmes pour approbation.

6. Lors de la vente de services dans le cadre desdits accords de coopération commerciale, le transporteur aérien concerné ou son agent informent l'acquéreur, au moment de la vente, de l'identité du transporteur aérien de fait sur chaque tronçon du service et de l'identité du ou des transporteurs aériens avec lesquels il conclut un contrat.

7. Les transporteurs aériens des deux Parties contractantes sont autorisés à recourir, en rapport avec le transport aérien international et sous leur propre nom, à tout transport de surface de passagers et/ou de fret au travers d'accords de partage de codes, sur les routes prévues en Annexe, à condition que le passager soit informé du mode de transport concerné.

ARTICLE 16

TRANSFERT DES EXCÉDENTS DE RECETTES

1. Chaque Partie contractante accorde au(x) transporteur(s) aérien(s) désigné(s) de l'autre Partie contractante le droit de transférer librement l'excédent des recettes par rapport aux dépenses, réalisées par ce transporteur sur son territoire en rapport avec le transport de passagers, de bagages, de courrier et de fret, ainsi que d'autres activités liées au transport aérien.

2. Sa conversion et son transfert sont autorisés promptement, sans restriction ni imposition, au taux de change applicable aux transactions courantes et aux transferts à la date à laquelle le transporteur aérien en fait la demande initiale, et effectués conformément aux lois et règlements en vigueur.

3. Si le régime des paiements entre les Parties contractantes est régi par un accord particulier, ledit accord s'applique.

ARTICLE 17

SERVICES D'ASSISTANCE EN ESCALE

Sous réserve des lois et règlements en vigueur de chaque Partie contractante, chaque transporteur aérien a le droit, sur le territoire de l'autre Partie contractante, de fournir lui-même les services d'assistance en escale (auto-assistance) ou, à son gré, de choisir parmi les prestataires concurrents qui fournissent des services d'assistance en escale en totalité ou en partie. Lorsque les lois et règlements applicables limitent ou excluent l'auto-assistance et lorsqu'il n'y a pas de concurrence effective entre les prestataires d'assistance en escale, chaque

transporteur aérien désigné est traité de manière non discriminatoire en ce qui concerne l'accès à l'auto-assistance et aux services d'assistance en escale fournis par un ou plusieurs prestataires.

ARTICLE 18

TARIFS

1. Les tarifs (y compris les taxes et les surtaxes) à appliquer par les transporteurs aériens désignés de chaque Partie contractante sont fixés à des niveaux raisonnables, librement et de manière indépendante, en tenant dûment compte de tous les facteurs pertinents, y compris les coûts d'exploitation, le prix du carburant, les caractéristiques du service et un bénéfice raisonnable.

2. Chaque Partie contractante peut demander la notification à ses autorités aéronautiques ou l'enregistrement auprès de celles-ci des tarifs que les transporteurs aériens désignés de l'autre Partie contractante entendent appliquer au départ ou à destination de son territoire. La notification ou l'enregistrement, par les transporteurs aériens des deux Parties contractantes, peuvent être requis au maximum trente (30) jours avant la date prévue d'entrée en vigueur. Dans certains cas, la notification ou l'enregistrement peuvent être autorisés dans des délais plus courts que ceux normalement prévus.

3. Sans préjudice des lois en matière de concurrence et de protection du consommateur en vigueur dans chaque Partie contractante, l'intervention des Parties contractantes se limite :

(a) à la protection du consommateur par rapport à des prix déraisonnablement élevés ou restrictifs en raison d'un abus de position dominante ;

(b) à la protection des transporteurs aériens par rapport à des prix artificiellement bas en raison de subventions ou d'aides directes ou indirectes ;

(c) à la protection des transporteurs aériens par rapport à des prix artificiellement bas, avec l'intention avérée d'éliminer la concurrence.

4. Si les autorités aéronautiques de l'une des Parties contractantes estiment qu'un tarif ne répond pas aux critères énoncés au paragraphe 1 ou relève des catégories visées au paragraphe 3 a), 3 b) ou 3 c), elles envoient une notification motivée de leur désapprobation aux autorités aéronautiques de l'autre Partie contractante aussi tôt que possible et, en tout état de cause, au plus tard trente (30) jours après la date de notification, d'enregistrement ou d'affichage sur les systèmes de réservation publics du tarif en question. En outre, elles peuvent demander des consultations à ce sujet avec les autorités aéronautiques de l'autre Partie contractante. Ces consultations ont lieu dans un délai de trente (30) jours à compter de la réception de la demande. Les tarifs sont considérés comme approuvés, sauf si les Autorités aéronautiques des deux Parties sont convenues de les désapprouver par écrit.

ARTICLE 19

APPROBATION DES PROGRAMMES D'EXPLOITATION

1. Le ou les transporteur(s) aérien(s) désigné(s) de chaque Partie contractante soumettent les horaires des services prévus pour approbation aux autorités aéronautiques de l'autre Partie contractante, trente (30) jours au moins avant la mise en exploitation des services agréés sur les routes spécifiées, et précisent la fréquence des services, les types d'aéronefs, leur configuration, la nature du service et le nombre de sièges à la disposition du public. Cette disposition s'appliquera également à toute modification ultérieure. Dans certains cas, ce délai peut être réduit sous réserve de l'accord desdites autorités.

2. Si un transporteur aérien désigné souhaite exploiter des vols ad hoc en sus des vols couverts par les horaires approuvés, il doit obtenir l'autorisation préalable des autorités aéronautiques de la Partie contractante concernée dans les mêmes conditions que celles qui sont mentionnées au paragraphe 1.

ARTICLE 20

TRANSIT

1. Les passagers et le fret en transit via le territoire d'une Partie contractante sont soumis à des contrôles simplifiés.

2. Le fret et les bagages en transit via le territoire d'une Partie contractante sont exonérés de tous droits de douane, frais d'inspection et autres droits et redevances.

ARTICLE 21

STATISTIQUES

Les autorités aéronautiques d'une Partie contractante communiquent aux autorités aéronautiques de l'autre Partie contractante ou leur font communiquer, à leur demande, par leur(s) transporteur(s) aérien(s) désigné(s) les documents statistiques qui peuvent être raisonnablement nécessaires pour examiner l'exploitation des services agréés.

ARTICLE 22

CONSULTATIONS ET MODIFICATIONS

1. Les autorités aéronautiques des Parties contractantes se consultent aussi souvent que cela est jugé nécessaire, dans un esprit d'étroite coopération, afin de veiller à l'application satisfaisante des principes et des dispositions du présent Accord. Ces consultations commencent dans un délai de soixante (60) jours à compter de la date de réception d'une demande de consultations émanant d'une Partie contractante.

2. Chaque Partie contractante peut à tout moment demander à l'autre Partie contractante des consultations afin d'interpréter les dispositions du présent Accord ou de procéder à tout amendement ou à toute modification des dispositions du présent Accord ou de son Annexe qu'elle estime souhaitable. Ces consultations peuvent avoir lieu entre les autorités aéronautiques et se dérouler oralement ou par correspondance. Ces consultations commencent dans un délai de soixante (60) jours à compter de la date de réception d'une demande de consultations émanant d'une Partie contractante.

3. Les amendements ou modifications du présent Accord convenus entre les Parties contractantes en vertu des dispositions du paragraphe 2 du présent article entrent en vigueur, en tant que de besoin, après confirmation par la voie diplomatique de l'accomplissement des procédures internes requises dans chaque Partie Contractante.

ARTICLE 23

RÈGLEMENT DES DIFFÉRENDS

1. En cas de différend entre les Parties contractantes au sujet de l'interprétation ou de l'application du présent Accord, les Parties contractantes s'efforcent en premier lieu de le régler par voie de négociations directes entre les autorités aéronautiques, conformément aux dispositions de l'article 22 du présent Accord.

2. Si les autorités aéronautiques des Parties contractantes ne parviennent pas à se mettre d'accord, le différend est réglé par voie de consultations diplomatiques. Ces consultations commencent dans un délai maximum de soixante (60) jours à compter de la date de réception d'une demande de consultations émanant d'une Partie contractante.

3. Si les Parties contractantes ne parviennent pas à un règlement par voie de négociations conformément aux paragraphes 1 et 2 du présent article, elles peuvent convenir de soumettre le différend pour décision soit à une personne ou à un organisme désignés d'un commun accord, soit, à la demande de l'une ou l'autre des Parties contractantes, à un tribunal composé de trois arbitres. Dans ce cas, chaque Partie contractante désigne un arbitre et le troisième arbitre, qui ne doit pas être ressortissant de l'une ou l'autre des Parties contractantes, est désigné par ces deux arbitres et exerce les fonctions de président du tribunal. Chaque Partie contractante désigne son arbitre dans les soixante (60) jours suivant la date de réception par l'une ou l'autre d'entre elles, par la voie diplomatique, de la demande d'arbitrage émanant de l'autre Partie contractante ; le troisième arbitre est désigné dans les soixante (60) jours suivant la désignation des deux premiers. Si l'une des Parties contractantes ne désigne pas d'arbitre dans le délai prescrit ou si le troisième arbitre n'a pas été désigné dans le délai prescrit, le président du Conseil de l'Organisation de l'aviation civile internationale peut, à la demande de l'une des Parties contractantes, procéder à la désignation d'un ou, selon le cas, de plusieurs arbitres.

4. Le tribunal d'arbitrage fixe librement ses règles de procédure. Les frais de chacun des arbitres nationaux sont à la charge de la Partie contractante qui l'a désigné. Toutes les autres dépenses du tribunal d'arbitrage sont partagées à égalité entre les Parties contractantes.

5. Les Parties contractantes se conforment à toute décision rendue conformément au paragraphe 3 du présent article.

6. Si l'une des Parties contractantes ne se conforme pas à une décision rendue conformément au paragraphe 3 du présent article et tant qu'elle persiste à ne pas s'y conformer, l'autre Partie contractante peut limiter, refuser ou abroger tout droit ou privilège accordé en vertu du présent Accord.

ARTICLE 24

ACCORDS MULTILATÉRAUX

Si, après l'entrée en vigueur du présent Accord, les deux Parties contractantes deviennent liées par un accord multilatéral traitant de questions régies par le présent Accord, les dispositions dudit accord prévalent. Les deux Parties contractantes peuvent procéder à des consultations conformément à l'article 22 du présent Accord afin d'établir dans quelle mesure le présent Accord est affecté par les dispositions dudit accord multilatéral et s'il convient de réviser le présent Accord pour tenir compte dudit accord multilatéral.

ARTICLE 25

DÉNONCIATION

Chacune des Parties contractantes peut à tout moment notifier par écrit et par la voie diplomatique son intention de dénoncer le présent Accord. Cette notification doit être adressée simultanément à l'Organisation de l'aviation civile internationale. Dans ce cas, le présent Accord prend fin douze (12) mois après la date de réception de la notification par l'autre Partie contractante, sauf retrait de la dénonciation décidé d'un commun accord avant l'expiration de ce délai. Si l'autre Partie contractante n'accuse pas réception de la notification, celle-ci est réputée avoir été reçue quinze (15) jours après la date à laquelle l'Organisation de l'aviation civile internationale en a accusé réception.

ARTICLE 26

ENREGISTREMENT AUPRÈS DE L'ORGANISATION DE L'AVIATION CIVILE INTERNATIONALE

Le présent Accord sera enregistré auprès de l'Organisation de l'aviation civile internationale par les deux Parties contractantes dans les 60 jours suivant son entrée en vigueur.

ARTICLE 27

ENTRÉE EN VIGUEUR

Le présent Accord remplace l'Accord entre le Gouvernement de la République française et le Gouvernement de la République rwandaise relatif au transport aérien, signé à Kigali le 10 mai 1973.

Chaque Partie contractante notifie à l'autre, par la voie diplomatique, l'accomplissement des procédures constitutionnelles requises en ce qui la concerne pour l'entrée en vigueur du présent

Accord qui prend effet le premier jour du deuxième mois suivant le jour de la réception de la dernière notification.

En foi de quoi, les soussignés, dûment autorisés par leur Gouvernement respectif, ont signé le présent Accord.

Fait à Kigali le 6 avril 2024 en double exemplaire, en français.

POUR LE GOUVERNEMENT DE LA
RÉPUBLIQUE DU RWANDA

POUR LE GOUVERNEMENT DE LA
RÉPUBLIQUE FRANÇAISE

A handwritten signature in black ink, appearing to read 'Vincent BIRUTA', with a long horizontal stroke extending to the right.

Vincent BIRUTA
Ministre des Affaires étrangères
et de la Coopération internationale

A handwritten signature in blue ink, appearing to read 'Stéphane SÉJOURNÉ', with a long horizontal stroke extending to the right.

Stéphane SÉJOURNÉ
Ministre de l'Europe
et des Affaires étrangères

ANNEXETABLEAU DES ROUTES

1. Route pouvant être exploitée par le ou les transporteurs aériens désignés de la République française :

Points au départ	Points intermédiaires	Points au Rwanda	Points au-delà du Rwanda
Points en France	Tous Points	Tous Points	Tous Points

2. Route pouvant être exploitée par le ou les transporteurs aériens désignés de la République du Rwanda :

Points au départ	Points intermédiaires	Points en France	Points au-delà de la France
Points au Rwanda	Tous Points	Tous Points	Tous Points

Notes :

a) Le ou les transporteurs aériens désignés de chaque Partie contractante peuvent, à leur convenance, sur tout ou partie de leurs services :

- exploiter des vols dans un sens ou dans les deux sens ;
- omettre des escales en un ou plusieurs points des routes spécifiées ;
- modifier l'ordre de desserte des points des routes spécifiées (avec la possibilité de desservir des points intermédiaires en qualité de points au-delà et vice-versa, ainsi que celle d'omettre des escales dans un des sens du service) ;
- achever leur desserte sur le territoire de l'autre Partie contractante ou au-delà ;
- desservir des points de co-terminalisation sur les routes spécifiées du territoire de l'autre Partie contractante, à condition que les services correspondants commencent ou prennent fin sur le territoire de la Partie contractante qui a désigné le transporteur aérien.

b) L'exercice de droits de trafic de cinquième liberté fait l'objet d'un échange de lettres entre les autorités aéronautiques des deux Parties contractantes.

c) Sur tout segment des routes ci-dessus, un transporteur aérien désigné de l'une ou l'autre des Parties contractantes peut, en tout point, redistribuer le trafic sans restriction quant au type ou au nombre d'aéronefs exploités. Cette faculté est ouverte pour autant que le transport au-delà de ce point constitue une exploitation secondaire par rapport au service principal sur la route spécifiée.

d) Conformément au paragraphe 3 de l'article 2 de l'accord, aucune disposition du présent tableau des routes ne peut être interprétée comme conférant au transporteur aérien d'une Partie contractante le droit d'embarquer sur le territoire de l'autre Partie contractante, moyennant location ou rémunération, des passagers, leurs bagages ou du fret, y compris du courrier, à destination d'un autre point situé sur le territoire de cette autre Partie contractante.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 023/01 ryo ku wa 17/12/2025 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika y'Ubufaransa yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Kigali, mu Rwanda, ku wa 06 Mata 2024	Seen to be annexed to Presidential Order n° 023/01 of 17/12/2025 ratifying the Agreement between the Government of the Republic of Rwanda and the Government of the Republic of France relating to air services, done at Kigali, Rwanda, on 06 April 2024	Vu pour être annexé à l'Arrêté Présidentiel n° 023/01 du 17/12/2025 ratifiant l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Française relatif aux services aériens, fait à Kigali, au Rwanda, le 06 avril 2024
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Kigali, 17/12/2025

(sé)

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

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

ITEKA RYA PEREZIDA N° 024/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA JEWORUJIYA NA GUVERINOMA YA REPUBULIKA Y’U RWANDA YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YAKOREWE I KUALA LUMPUR, MURI MALEZIYA, KU WA 23 UKWAKIRA 2024 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemeza burundu <u>Ingingo ya 2:</u> Abayobozi bashinzwe gushyira mu bikorwa iri teka <u>Ingingo ya 3:</u> Ingingo y’ururimi <u>Ingingo ya 4:</u> Gutangira gukurikizwa	PRESIDENTIAL ORDER N° 024/01 OF 17/12/2025 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF GEORGIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT KUALA LUMPUR, MALAYSIA, ON 23 OCTOBER 2024 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Ratification <u>Article 2:</u> Authorities responsible for the implementation of this Order <u>Article 3:</u> Language provision <u>Article 4:</u> Entry into force	ARRÊTÉ PRÉSIDENTIEL N° 024/01 DU 17/12/2025 RATIFIANT L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE GÉORGIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À KUALA LUMPUR, EN MALAISIE, LE 23 OCTOBRE 2024 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Ratification <u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté <u>Article 3:</u> Disposition linguistique <u>Article 4:</u> Entrée en vigueur
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ITEKA RYA PEREZIDA N° 024/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA JEWORUJIYA NA GUVERINOMA YA REPUBULIKA Y’U RWANDA YEREKERANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YAKOREWE I KUALA LUMPUR, MURI MALEZIYA, KU WA 23 UKWAKIRA 2024 Twebwe, KAGAME Paul, Perezida wa Repubulika; Dushingiye ku Itegeko Nshinga rya Repubulika y’u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n’iya 168; Dushingiye ku Itegeko n° 033/2025 ryo ku wa 16/12/2025 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Jeworujiya na Guverinoma ya Repubulika y’u Rwanda yerekeranye no gutwara abantu n’ibintu mu kirere, yashyiriweho umukono i Kuala Lumpur, muri Maleziya, ku wa 23 Ukwakira 2024; Tumaze kubona Amasezerano hagati ya Guverinoma ya Jeworujiya na Guverinoma ya Repubulika y’u Rwanda yerekeranye no gutwara abantu n’ibintu mu kirere,	PRESIDENTIAL ORDER N° 024/01 OF 17/12/2025 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF GEORGIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT KUALA LUMPUR, MALAYSIA, ON 23 OCTOBER 2024 We, KAGAME Paul, President of the Republic; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 112 and 168; Pursuant to Law n° 033/2025 of 16/12/2025 approving the ratification of the Air Services Agreement between the Government of Georgia and the Government of the Republic of Rwanda, signed at Kuala Lumpur, Malaysia, on 23 October 2024; Considering the Air Services Agreement between the Government of Georgia and the Government of the Republic of Rwanda, done at Kuala Lumpur, Malaysia,	ARRÊTÉ PRÉSIDENTIEL N° 024/01 DU 17/12/2025 RATIFIANT L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE GÉORGIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À KUALA LUMPUR, EN MALAISIE, LE 23 OCTOBRE 2024 Nous, KAGAME Paul, Président de la République; Vu la Constitution de la République du Rwanda, spécialement en ses articles 112 et 168; Vu la Loi n° 033/2025 du 16/12/2025 approuvant la ratification de l’Accord sur les services aériens entre le Gouvernement de Géorgie et le Gouvernement de la République du Rwanda, signé à Kuala Lumpur, en Malaisie, le 23 octobre 2024; Considérant l’Accord sur les services aériens entre le Gouvernement de Géorgie et le Gouvernement de la République du Rwanda, fait à Kuala Lumpur, en Malaisie,
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yakorewe i Kuala Lumpur, muri Maleziya, ku wa 23 Ukwakira 2024; Bisabwe na Minisitiri w'Ibikorwa Remezo; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE: <u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano hagati ya Guverinoma ya Jeworujya na Guverinoma ya Repubulika y'u Rwanda yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Kuala Lumpur, muri Maleziya, ku wa 23 Ukwakira 2024, ari ku mugereka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. <u>Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka</u> Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.	on 23 October 2024; On proposal by the Minister of Infrastructure; After consideration and approval by the Cabinet; DO ORDER: <u>Article One: Ratification</u> The Air Services Agreement between the Government of Georgia and the Government of the Republic of Rwanda, done at Kuala Lumpur, Malaysia, on 23 October 2024, in Annex, is ratified and becomes fully effective. <u>Article 2: Authorities responsible for the implementation of this Order</u> The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.	le 23 octobre 2024; Sur proposition du Ministre des Infrastructures; Après examen et adoption par le Conseil des Ministres; ARRÊTONS: <u>Article premier: Ratification</u> L'Accord sur les services aériens entre le Gouvernement de Géorgie et le Gouvernement de la République du Rwanda, fait à Kuala Lumpur, en Malaisie, le 23 octobre 2024, en annexe, est ratifié et sort son plein et entier effet. <u>Article 2: Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.
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<u>Ingingo ya 3: Ingingo y’ururimi</u> Iri teka ryateguwe mu rurimi rw’Icyongereza.	<u>Article 3: Language provision</u> This Order was drafted in English.	<u>Article 3: Disposition linguistique</u> Le présent arrêté a été rédigé en anglais.
<u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.	<u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 4: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, 17/12/2025

(sé)

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

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

UMUGEREKA W'ITEKA RYA PEREZIDA N° 024/01 RYO KU WA 17/12/2025 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA JEWORUJIYA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KUALA LUMPUR, MURI MALEZIYA, KU WA 23 UKWAKIRA 2024	ANNEX TO PRESIDENTIAL ORDER N° 024/01 OF 17/12/2025 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF GEORGIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT KUALA LUMPUR, MALAYSIA, ON 23 OCTOBER 2024	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 024/01 DU 17/12/2025 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE GÉORGIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À KUALA LUMPUR, EN MALAISIE, LE 23 OCTOBRE 2024
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AMASEZERANO HAGATI YA GUVERINOMA YA JEWORUJIYA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA YEREKERANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YAKOREWE I KUALA LUMPUR, MURI MALEZIYA, KU WA 23 UKWAKIRA 2024	AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF GEORGIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, DONE AT KUALA LUMPUR, MALAYSIA, ON 23 OCTOBER 2024	ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE GÉORGIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, FAIT À KUALA LUMPUR, EN MALAISIE, LE 23 OCTOBRE 2024
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AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF GEORGIA
AND
THE GOVERNMENT OF THE REPUBLIC OF RWANDA

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The Government of Georgia 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 competition among airlines in the marketplace with minimum government interference and regulation;

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;

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

Have agreed as follows:

Article 1 *Definitions*

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

1. "Aeronautical authorities" means, in the case of Georgia shall mean the Ministry of Economy and sustainable development of Georgia and/or the Civil Aviation Agency, and in the case of Republic of Rwanda the Ministry in charge of Civil Aviation; and in both cases, 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. "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;

Article 2 *Grant of Rights*

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

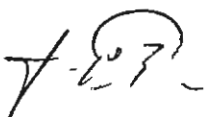
- a. the right to fly across its territory without landing;
- b. the right to make stops in its territory for non-traffic purposes.

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.

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 behind, intermediate, and beyond points 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 other aircraft at any point on the routes;
- f. Serve points behind any point or points in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services;
- g. Make stopovers at any points whether within or outside the territory of the other Party;
- h. Carry transit traffic through the other Party's territory; and
- i. Combine traffic on the same aircraft regardless of where such traffic originates;

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



4. 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.

5. 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

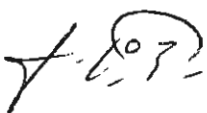
Designation and Authorisation

1. Each Contracting Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services 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 Georgia:
 - (i) it is established in the territory of Georgia in accordance with the legislation of Georgia and has a valid Operating certificate in accordance with Georgian law ; and
 - (ii) effective regulatory control of the airline is exercised and maintained by Georgia;
- b) in the case of an airline designated by Rwanda:
 - (i) it is established in the territory of Rwanda and is licensed in accordance with the applicable law of the Republic of Rwanda, and
 - (ii) Rwanda 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.

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 Georgia:
 - (i) it is not established in the territory of Georgia under the Georgian law or does not have a valid Operating certificate in accordance with the legislation of Georgia; or
 - (ii) effective regulatory control of the airline is not exercised or not maintained by Georgia;
- b) in the case of an airline designated by Rwanda:
 - (i) it is not established in the territory of Rwanda and is not licensed in accordance with the applicable law of the Republic of Rwanda or
 - (ii) Rwanda is not maintaining effective regulatory control of the airline; or
- 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, 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 the said territory.

3. Passengers, baggage and cargo in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, except in respect of security measures against acts of violence, smuggling of narcotics and air piracy, be subject to no more than a simplified control.

4. Neither Contracting Party shall give preference to its own or any other airline over a designated airline of the other Contracting Party engaged in similar international air services in the application of its immigration, customs, quarantine and similar regulations.

Article 6

Exemption from Taxes, import 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, import 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. There 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, import 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

Capacity provisions

1. Each Contracting Party shall allow a fair and equal opportunity for the designated airlines of both Contracting Parties to compete in providing and selling 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.

3. 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, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

4. 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.

5. The Designated Airlines of each Contracting Party shall submit for approval to the Aeronautical Authority of the other Contracting Party prior to the inauguration of its services, the timetable of intended services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.

6. If a Designated Airline wishes to operate ad-hoc flights supplementary to those covered in the approved timetables, it shall obtain prior permission of the Aeronautical Authority of the Contracting Party concerned.

Article 8

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; 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. Neither Contracting Party shall require the notification or filing by a designated airline of the other Contracting Party of prices charged by charterers to the public, 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 access, on request, to information on 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 9

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.

2. Airlines of the two 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. Each Contracting Party

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shall refrain from restricting the right of a designated airline of the other Contracting Party to sell, and of any person to purchase such transportation.

4. The designated airlines of each Contracting Party shall be permitted to pay for local expenses, including, but not limited to, 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 10 *Ground handling*

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 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 11 *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 16 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 12 *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.

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 a search by the authorised representatives of the other Contracting Party, provided that 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 Contracting Party reserves the right to immediately suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party.

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

6. With reference to paragraph 2 above, if it is determined that a Contracting Party remains in non-compliance with the standards established at that time pursuant to the Convention when the agreed time period has lapsed, the Secretary General of the International Civil Aviation

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Organization should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

7. Where one Contracting Party has designated an airline whose regulatory control is exercised and maintained by a third 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 third State and in respect of the operating authorisation of that airline.

Article 13 *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, 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. 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 14

Intermodal Services

Notwithstanding any other provision of this Agreement, designated airlines and indirect providers of cargo transportation of both Contracting Parties shall be permitted, without restriction, to employ in connection with international air services any surface transportation for cargo to or from any point in the territories of the Contracting Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport 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 air cargo services. Such intermodal cargo services may be offered at a single through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

Article 15

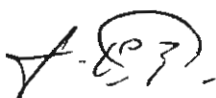
Fair competition

Each Contracting Party shall, where necessary, take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the designated airline(s) of the other Contracting Party.

Article 16

Consultations and Settlement of Disputes

1. In a spirit of close co-operation, the aeronautical authorities of either Contracting Party may at any time request consultations and/or negotiations related to the implementation, interpretation, application and satisfactory compliance with the provisions of this Agreement.



Such consultations shall begin within a period of sixty (60) days from the date of the receipt of such a request, unless otherwise agreed between the aeronautical authorities.

2. Any dispute which cannot be resolved by consultations and/or negotiations may, at the request of either Contracting Party, be submitted to a mediator or a dispute settlement panel. Such a mediator or panel may be used for mediation, determination of the substance of the dispute or to recommend a remedy or resolution of the dispute.

3. The Contracting Parties shall agree in advance on the terms of reference of the mediator or of the panel, the guiding principles or criteria and the terms of access to the mediator or the panel. They shall also consider, if necessary, providing for an interim relief and the possibility for the participation of any Party that may be directly affected by the dispute, bearing in mind the objective and need for a simple, responsive and expeditious process.

4. A mediator or the members of a panel may be appointed from a roster of suitably qualified aviation experts maintained by the International Civil Aviation Organization (ICAO). The selection of the expert or experts shall be completed within fifteen (15) days of receipt of the request for submission to a mediator or to a panel. If the Contracting Parties fail to agree on the selection of an expert or experts, the selection may be referred to the President of the Council of ICAO. Any expert used for this mechanism should be adequately qualified in the general subject of the dispute.

5. A mediation should be completed within sixty (60) days of engagement of the mediator or the panel, and any determination including, if applicable, any recommendation, should be rendered within sixty (60) days of engagement of the expert or experts. The Contracting Parties may agree in advance that the mediator or the panel may grant interim relief to the complainant, if requested, in which case a determination shall be made initially.

6. The Contracting Parties shall cooperate in good faith to advance the mediation and to implement the decision or determination of the mediator or the panel, unless they otherwise agree in advance to be bound by decision or determination. If the Contracting Parties agree in advance to request only a determination of the facts, they shall use those facts for resolution of the dispute.

7. The costs of this mechanism shall be estimated upon initiation and apportioned equally, but with the possibility of re-apportionment under the final decision.

8. The mechanism is without prejudice to the continuing use of the consultation process, the subsequent use of arbitration, or termination of the Agreement under Article 19.

Article 17 *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 in accordance with the article 21 of this agreement.

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 18 *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 16 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 19 *Termination*

1. Each Contracting Party may terminate the Agreement by giving a written notice of termination to the other Contracting Party through the diplomatic channels. 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 20 *Registration with ICAO*

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

Article 21 *Entry into force*

This Agreement shall enter into force on the first day of the next month following the day of the receipt of the last written notification through the diplomatic channels, by which the Contracting Parties shall notify each other on the completion of internal procedures necessary for the entry into force of this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement in duplicate in Georgian and English languages, all

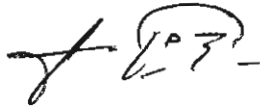
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texts being equally authentic. In case of divergence in the interpretation of the provisions of the Agreement, the English text shall prevail.

Done at Kuala Lumpur on 23/10/2024

For the Government of Georgia



Givi Davitashvili
Director of the Civil Aviation Agency

For the Government of the Republic of
Rwanda



Winnie Ngamije
Deputy Director General-Rwanda CAA

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 024/01 ryo ku wa 17/12/2025 ryemeza burundu Amasezerano hagati ya Guverinoma ya Jeworujya na Guverinoma ya Repubulika y'u Rwanda yerekeranye no gutwara abantu n'ibintu mu kirere, yakorewe i Kuala Lumpur, muri Maleziya, ku wa 23 Ukwakira 2024	Seen to be annexed to Presidential Order n° 024/01 of 17/12/2025 ratifying the Air Services Agreement between the Government of Georgia and the Government of the Republic of Rwanda, done at Kuala Lumpur, Malaysia, on 23 October 2024	Vu pour être annexé à l'Arrêté Présidentiel n° 024/01 du 17/12/2025 ratifiant l'Accord sur les services aériens entre le Gouvernement de Géorgie et le Gouvernement de la République du Rwanda, fait à Kuala Lumpur, en Malaisie, le 23 octobre 2024
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Kigali, 17/12/2025

(sé)

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

(sé)

Dr NSENGIYUMVA Justin
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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