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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

UMUGEREKA W'ITEGEKO N° 018/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA LATVIA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I ABUJA MURI NIGERIA, KU WA 06 UKUBOZA 2022	ANNEX TO LAW N° 018/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF LATVIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT ABUJA, NIGERIA, ON 06 DECEMBER 2022	ANNEXE À LA LOI N° 018/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE LETTONIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À ABUJA, AU NIGERIA, LE 06 DECEMBRE 2022
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BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF LATVIA

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

PREAMBLE

The Government of the Republic of Latvia 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 the seventh day of December 1944;

Desiring to conclude an Agreement in conformity with and supplementary to the said Convention, for the purpose of establishing and operating air services between and beyond their respective territories;

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

Desiring to facilitate the expansion of international air transport opportunities;

HAVE AGREED AS FOLLOWS:

ARTICLE 1: DEFINITIONS

- (1) For the purpose of this Agreement, unless the context otherwise requires, the term:
- a) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the 7 December 1944, and includes: (i) any amendment thereto which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties; and (ii) any annex or amendment adopted thereto under Article 90 of that Convention, insofar as such annex or amendment is at any given time effective for both Contracting Parties;
 - b) "aeronautical authorities" means in the case of the Republic of Latvia, the Ministry of Transport; and in the case of the Republic of Rwanda, the Ministry in charge of Civil Aviation, and the Rwanda Civil Aviation Authority, or in both cases, their successors or any person or body who may be authorised to perform any functions at present exercisable by the above-mentioned authorities or similar functions;
 - c) "agreed services" means scheduled international air services which can be operated, according to the provisions of this Agreement, on the specified routes;
 - d) "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex;
 - e) "air service", "airline", "international air service" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
 - f) "capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route; "capacity" in relation of agreed services means the capacity of the aircraft used in such service, multiplied by the frequency of the flight operated by such aircraft over a given period on a route or section of route;
 - g) "cargo" includes mail;
 - h) "designated airline" means an airline that has been designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;
 - i) "tariffs" means the prices which the designated airlines charge for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including the commissions paid to agencies and other auxiliary services, but excluding remuneration and conditions for carriage of mail;
 - j) "territory" in relation to the Contracting Party has the meaning assigned to it in Article 2 of the Convention; and

- k) “user charges” means charges made to airlines by the competent authorities or permitted by them to be made for the provision of airport facilities, property and/or of air navigation facilities, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;
- (2) All references to the words in singular shall be construed to include the plural and all references to words in the plural shall be construed to include the singular as the context requires.
- (3) In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to international air services.
- (4) References in this Agreement to nationals of the Republic of Latvia shall be understood as referring to nationals of European Union Member States. References in this Agreement to the airline or airlines of the Republic of Latvia shall be understood as referring to the airline or airlines designated by the Republic of Latvia.
- (5) References in this Agreement to the “EU Treaties” shall be understood as referring to the Treaty on European Union and the Treaty on the Functioning of the European Union.

ARTICLE 2: GRANT OF TRAFFIC RIGHTS

- (1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airlines to establish and operate agreed services.
- (2) The designated airlines of each Contracting Party shall enjoy the following rights:
 - a) the right to fly across the territory of the other Contracting Party without landing;
 - b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes;
 - c) the right to make stops in the territory of the other Contracting Party, for the purpose of taking on and/or discharging international traffic in passengers, baggage and cargo, separately or in any combination, while operating the agreed services in the route schedule annexed to this Agreement; and
 - d) the rights otherwise specified in this Agreement.
- (3) Additionally, the airline(s) of each Contracting Party, other than those designated under Article 3 (Designation and Authorisation) of this Agreement, shall also enjoy the rights specified in subparagraphs 2(a) and 2(b) of this Article.

- (4) Nothing in this Article shall be deemed to confer on any designated airlines of either Contracting Party the privilege of taking on, in the territory of the other Contracting Party, passengers, baggage and cargo carried for remuneration or hire and destined for another point within the territory of that other Contracting Party.
- (5) If because of armed conflict, political disturbances or developments or special and unusual circumstances a designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.
- (6) The designated airlines of either Contracting Party shall have the right to use all airways, airports and other facilities provided by the other Contracting Party on a non-discriminatory basis.
- (7) All rights granted in this Article by each Contracting Party shall not be assigned to any other third party.

ARTICLE 3: DESIGNATION AND AUTHORISATION

- (1) The aeronautical authorities of each Contracting Party shall have the right to designate one or more airline(s) for the purpose of operating the agreed services and to withdraw or alter the designation of any such airline or to substitute another airline for one previously designated. Such designations and any changes thereto shall be made in writing by the aeronautical authorities of the Contracting Party having designated the airline to the aeronautical authorities of the other Contracting Party.
- (2) On receipt of a notice of designation, substitution or alteration thereto, and on application from the designated airline in the form and manner prescribed, the other Contracting Party shall, grant the appropriate operating authorisations with minimum procedural delay, provided:
 - a) in the case of an airline designated by the Republic of Rwanda:
 - (i) it is established in the territory of Republic of Rwanda and is licensed in accordance with the applicable law of the Republic of Rwanda,
 - (ii) effective regulatory control of the airline is exercised and maintained by the Republic of Rwanda responsible for issuing its air operator's certificate and the relevant aeronautical authority is clearly identified in the designation; and
 - b) in the case of an airline designated by the Republic of Latvia:
 - (i) it is established in the territory of the Republic of Latvia under the EU Treaties and has a valid operating licence in accordance with European Union law;
 - (ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its air operator's certificate and the relevant aeronautical authority is clearly

identified in the designation;

(iii) the airline is owned, directly or through majority ownership, and it is effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such states;

c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application; and

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

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

ARTICLE 4: WITHOLDING, REVOCATION, SUSPENSION AND LIMITATION OF OPERATING AUTHORISATIONS

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

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

(i) it is not established in the territory of the Republic of Rwanda and is not licensed in accordance with the applicable laws of the Republic of Rwanda; or

(ii) effective regulatory control of the airline is not exercised or not maintained by the Republic of Rwanda responsible for issuing its air operator's certificate, or the relevant aeronautical authority is not clearly identified in the designation; or

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

(i) it is not established in the territory of Latvia under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or

(ii) effective regulatory control of the airline is not exercised or not maintained by the European Union Member State responsible for issuing its Air Operator Certificate, or the relevant aeronautical authority is not clearly identified in the designation; or

(iii) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such states;

- c) the airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party receiving the designation; or
 - d) the other Contracting Party designating the airline is not maintaining and administering the standards as set forth in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement; or
 - e) the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
- (2) Unless immediate action is essential to prevent further noncompliance with paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultation with the aeronautical authorities of the other Contracting Party, as provided for in Article 21 (Consultations) of this Agreement.
 - (3) This Article does not limit the rights of either Contracting Party to withhold, revoke, limit, suspend or impose conditions on the operating authorisation of a designated airline or airlines of the other Contracting Party in accordance with the provisions of Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement.
 - (4) In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 23 (Settlement of Disputes) shall not be prejudiced.

ARTICLE 5: APPLICATION OF LAWS

- (1) While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the designated airline(s) of other Contracting Party.
- (2) While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the admission to, or departure from its territory of passengers, baggage, crew and cargo, on aircraft (including regulations relating to entry, exit, clearance, aviation security, emigration, immigration, passports, customs, currency, health, quarantine and sanitary measures or in the case of mail, postal laws and regulations) shall be complied with by or on behalf of such passengers, baggage, crew and cargo of the other Contracting Party's airline(s).
- (3) Neither Contracting Party may grant any preference to its own or any other airline(s) over the designated airline(s) of the other Contracting Party in the application of the laws and regulations provided for in this Article.
- (4) Passengers, baggage and cargo in direct transit across the territory of each Contracting Party and not leaving areas of the airport reserved for such purpose shall, except in respect of security measures against violence, air piracy, narcotics control be subject to no more than a simplified control. Such baggage and cargo in direct transit shall be exempt from customs duties, excise taxes and other similar

national and/or local fees and charges.

ARTICLE 6: AVIATION SAFETY

- (1) Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party relating to aeronautical facilities, flight crew, aircraft and operation of the designated airlines. Such consultations shall take place within thirty (30) days of that request.
- (2) If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the other Contracting Party shall be notified of those findings and the steps considered necessary to conform with those minimum standards, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed shall be grounds for the application of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisations) of this Agreement.
- (3) Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of an airline of one Contracting Party on services to or from the territory of the other Contracting Party, may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party provided this does not cause unreasonable delay in the operation of the aircraft. The purpose of this search shall be to verify the validity of the relevant aircraft documentation, the licensing of its flight crew, and the apparent condition of aircraft and its equipment (in this Article called "ramp inspection").
- (4) If any such ramp inspection or series of ramp inspections gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

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

- (5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by an airline of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline, the other

Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.

- (6) Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
- (7) Any action by one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for taking that action ceases to exist.

ARTICLE 7: AVIATION SECURITY

- (1) Each Contracting Party may request consultations at any time concerning security standards in any area relating to crew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of the request.
- (2) Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
- (3) Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, signed at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, signed at The Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, signed at Montreal on 23 September, 1971 and the *Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation*, signed at Montreal on 24 February 1988, and any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.
- (4) The Contracting Parties shall provide upon request all practicable assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and any other relevant threat to the security of civil aviation.
- (5) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties.
- (6) In addition, the Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or

permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties.

- (7) Each Contracting Party agrees that its operators of aircraft referred to in paragraph (6) of this Article may be required to observe the aviation security provisions referred to in paragraph (5) of this Article applied by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party.
- (8) Each Contracting Party shall ensure that measures are effectively applied within its territory to protect the aircraft and to ensure security screening of passengers, crew and carry-on items and to carry out appropriate security checks on baggage, cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
- (9) When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.
- (10) When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authorities of the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisations) of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 of this Agreement prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 8: MUTUAL RECOGNITION OF CERTIFICATES AND LICENCES

- (1) Certificates of airworthiness, certificates of competency and licences issued, or rendered valid by one Contracting Party and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes, provided that the requirements under which such certificates and licences were issued, or rendered valid, are equal to or higher than the minimum requirements which are, or may be in the future, established under the Convention.
- (2) Each Contracting Party, however, reserves the right to refuse to recognise, for flights above its own territory, certificates of competency and licences granted to

its own nationals by the other Contracting Party.

- (3) If the privileges or conditions of the licences or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, whether or not such difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under paragraph 2 of Article 6 of this Agreement, request consultations with the aeronautical authorities of the other Contracting Party in accordance with Article 21 (Consultations) of this Agreement, with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach satisfactory agreement shall constitute grounds for the application of paragraph 1 of Article 4 of this Agreement.

ARTICLE 9: FAIR COMPETITION

- (1) Each Contracting Party shall allow a fair and equal opportunity for the designated airlines to compete freely in providing the international air transportation governed by this Agreement.
- (2) Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and anti-competitive or predatory practices in the exercise of the rights and entitlements set out in this Agreement.
- (3) Each Contracting Party shall allow the designated airlines to determine the capacity and the number of frequencies to be operated based upon commercial consideration in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequencies or regularity of service or the aircraft type(s) operated by the designated airlines of the other Contracting Party, except as may be required for customs, technical, operational or environmental requirements under uniform conditions consistent with Article 15 of the Convention.
- (4) Neither Contracting Party shall impose on the designated airline(s) of the other Contracting Party, a first refusal requirement, uplift ratio, no objection fee or any other requirement with respect to capacity, frequencies or traffic which would be inconsistent with the purposes of this Agreement.

ARTICLE 10: APPROVAL OF SCHEDULES

- (1) The designated airline(s) of each Contracting Party shall submit for approval to the aeronautical authorities of the other Contracting Party thirty (30) days prior to the inauguration of its international air services, the schedule of intended services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.
- (2) If a designated airline of a Contracting Party wishes to operate ad-hoc flights supplementary to those covered in the approved schedules, it shall obtain prior permission of the aeronautical authorities of the Contracting Party concerned,

which shall give positive and favorable consideration to such request.

ARTICLE 11: STATISTICS

The aeronautical authorities of each Contracting Party shall provide or cause its designated airline(s) to provide to the aeronautical authorities of the other Contracting Party, at their request, statistics relating to the traffic uplifted from and discharged in the territory of that other Contracting Party as may be reasonably required.

ARTICLE 12: COOPERATIVE MARKETING ARRANGEMENTS

- (1) In operating or holding out the agreed services on the specified routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements such as code-sharing, blocked-space, with
 - a) an airline(s) of the same Contracting Party, or
 - b) an airline(s) of the other Contracting Party; or
 - c) an airline(s) of a third country,

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

- (2) In the event of code-sharing arrangement, the marketing airline shall, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline or airlines will actually operate each sector of the service and with which airline the purchaser is entering into a contractual relationship.
- (3) The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-share flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary as provided for in paragraph 2 of this Article.
- (4) All code-sharing arrangements shall have prior approval of the appropriate aeronautical authorities before implementation.
- (5) It is the common understanding of both Contracting Parties that code-share services are not counted against the frequency entitlement of the marketing airline.

ARTICLE 13: COMMERCIAL ACTIVITIES

- (1) The designated airlines of each Contracting Party shall have the right to establish in the territory of the other Contracting Party offices for the purpose of selling and marketing international air services as well as for other ancillary products and facilities required for the provision of air services.
- (2) The designated airlines of each Contracting Party shall be entitled, in accordance with the laws and regulations of the other Contracting Party relating to entry,

residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial, operational, sales, technical and specialist personnel of any nationality and representatives as they may be required in connection with the provision of air services.

- (3) Such representatives and staff requirements mentioned in paragraph 2 of this Article may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organisation or company operating in the territory of the other Contracting Party and authorised to perform such services in the territory of such other Contracting Party.
- (4) The designated airlines of each Contracting Party shall, either directly and at their discretion, through agents, have the right to engage in the sale of air services and its ancillary products and facilities in the territory of the other Contracting Party.
- (5) The designated airlines of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such air services and its ancillary products and facilities in local currency or in any other freely convertible currency.
- (6) The designated airline of each Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency or provided that this is in accordance with local currency regulations, in any freely convertible currencies.
- (7) Each designated airline of one Contracting Party shall have the right to provide their own ground handling services in the territory of the other Contracting Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorised for the provision of such services. Where the laws and regulations applicable to ground handling in the territory of one Contracting Party do not allow self-handling or limit the freedom to contract these services out, each designated airline shall be treated on a non-discriminatory basis as regards their access to ground handling services provided by a supplier or suppliers.

ARTICLE 14: TARIFFS

- (1) Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline of the other Contracting Party based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:
 - a) prevention of tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
 - b) protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - c) protection of designated airlines from tariffs that are artificially low.

- (2) Tariffs for international air transportation between the territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed tariffs to the aeronautical authorities of the Contracting Parties in a manner and format acceptable to those aeronautical authorities.
- (3) Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by a designated airline of either Contracting Party for international air transportation. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request for consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement to the contrary, the tariff shall go into effect or continue in effect.

ARTICLE 15: CUSTOMS DUTIES AND OTHER CHARGES

- (1) Each Contracting Party shall on the basis of reciprocity exempt the designated airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, custom duties, direct or indirect taxes, inspection fees and all other national and/or local duties and charges on aircraft as well as their regular equipment, fuel, lubricants, maintenance equipment, aircraft tools, consumable technical supplies, spare parts including engines, aircraft stores including but not limited to such items as food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight and other items intended for or used solely in connection with the operation or servicing of aircraft used by such designated airlines, as well as printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the designated airlines for reservations and ticketing, any printed material which bears the insignia of the designated airline printed thereon and usual publicity and promotional materials distributed free of charge by such designated airlines.
- (2) The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article which are:
 - a) introduced into the territory of one Contracting Party by or on behalf of a designated airline of the other Contracting Party;
 - b) retained on board the aircraft of a designated airline of one Contracting Party upon arriving in and until leaving the territory of the other Contracting Party and/or consumed during flight over that territory; or
 - c) taken on board the aircraft of a designated airline of one Contracting Party

in the territory of the other Contracting Party and intended for use in operating the agreed services;

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

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

ARTICLE 16: USER CHARGES

- (1) Each Contracting Party shall use its best efforts to ensure that the user charges imposed or permitted to be imposed by its competent charging bodies on the designated airlines of the other Contracting Party for the use of airports and other aviation facilities are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.
- (2) Neither Contracting Party shall give preference, with respect to user charges, to its own or to any other airline(s) engaged in similar international air services and shall not impose or permit to be imposed, on the designated airline(s) of the other Contracting Party user charges higher than those imposed on its own designated airline(s) operating similar international air services using similar aircraft and associated facilities and services.
- (3) Each Contracting Party shall encourage consultations between its competent charging bodies and the designated airlines of the other Contracting Party using the services and facilities, where practicable through those airlines' representative organisations. Each Contracting Party shall encourage the competent charging bodies to provide users with reasonable notice whenever possible of any proposal for changes in user charges together with relevant supporting information and data, to enable users to express their views before the charges are revised.

ARTICLE 17: TRANSFER OF FUNDS

- (1) Each Contracting Party shall grant to the designated airline(s) of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airline(s) in its territory in connection with the sale of air services.

Such transfers shall be effected in any convertible currency, in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued. Such transfer shall be effected on the basis of official exchange rates or where there is no official exchange rate, such transfers shall be effected on the basis of the prevailing foreign exchange market rates for current payments.

- (2) If a Contracting Party imposes restrictions on the transfer of excess of receipts over expenditure by the designated airlines of the other Contracting Party, that other Contracting Party shall have a right to impose reciprocal restrictions on the designated airlines of the first Contracting Party.
- (3) In the event that there exists, a special agreement between the Contracting Parties for the transfer of funds between the two Contracting Parties, such agreement shall prevail.

ARTICLE 18: LEASING

- (1) Each Contracting Party may prevent the use of leased aircraft for air services under this Agreement which does not comply with Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement.
- (2) Subject to paragraph 1 of this Article, the designated airlines of each Contracting Party may use aircraft (or aircraft and crew) leased from any company, including other airlines, provided that this would not result in a lessor airline exercising traffic rights it does not have.

ARTICLE 19: INTERMODAL SERVICES

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

ARTICLE 20: EXCHANGE OF INFORMATION

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

ARTICLE 21: CONSULTATIONS

- (1) In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with, the provisions of this Agreement.
- (2) Except as provided in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement, either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this

Agreement and/or its Annex. Such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days from the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 22: AMENDMENT OF AGREEMENT

- (1) If either Contracting Party considers it desirable to amend any provision of this Agreement or its Annex, it shall notify the other Contracting Party in writing on the need for amendment.
- (2) Any amendment to this Agreement or its Annex agreed upon by the Contracting Parties, shall enter into force upon the completion of the exchange of diplomatic notes confirming such agreement.
- (3) This Agreement shall, subject to the necessary changes, be deemed to have been amended by those provisions of any international convention or multilateral agreement which becomes binding on both Contracting Parties.

ARTICLE 23: SETTLEMENT OF DISPUTES

- (1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement the Contracting Parties shall in the first place endeavor to settle it by consultations or through diplomatic channels.
- (2) If the Contracting Parties fail to reach a settlement by consultations or through diplomatic channels, they may agree to refer the dispute for decision to some person or body, as they may agree on, for mediation.
- (3) If the Contracting Parties do not agree to mediation, or if a settlement is not reached by consultations or through diplomatic channels, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three (3) arbitrators which shall be constituted in the following manner:
 - a) within thirty (30) days of receipt of a written request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as the President of the tribunal, shall be nominated as the third arbitrator by the two appointed arbitrators within sixty (60) days of the appointment of the second arbitrator;
 - b) if within the time limits specified in subparagraph 3(a) of this Article, any appointment has not been made, either Contracting Party may, in writing, request the President of the Council of the International Civil Aviation Organization to make the necessary appointment within thirty (30) days. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice President who is not disqualified on that same ground shall make the appointment. In such case the arbitrator or arbitrators appointed by the said President or the Vice President as the case may be, shall not be nationals or permanent residents of the Contracting Parties to

this Agreement.

- (4) Except as hereinafter provided in this Article or otherwise agreed by the Contracting Parties, the tribunal shall determine the place where the proceedings will be held and the limits of its jurisdiction in accordance with this Agreement. The tribunal shall establish its own procedure. At the direction of the tribunal, or at the written request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated shall be held not later than thirty (30) days after the tribunal is fully constituted.
- (5) Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.
- (6) The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (30) days after both replies are submitted. The decision shall be taken by a majority vote.
- (7) The Contracting Parties may submit written requests for clarification of the decision within fifteen (15) days after they receive the decision of the tribunal, and such clarification shall be issued within fifteen (15) days of such request.
- (8) The Contracting Parties shall comply with any stipulation, provisional ruling or final decision of the tribunal.
- (9) Subject to the final decision of the tribunal, each of the Contracting Parties shall bear the costs of its arbitrator and an equal share of the other costs of the tribunal, including any expenses incurred by the President or Vice President of the Council of the International Civil Aviation Organization in implementing the procedures in subparagraph 3(b) of this Article.
- (10) If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph 6 of this Article, the other Contracting Party may withhold, limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 24: REGISTRATION

This Agreement and any amendments thereto shall be registered upon their entry into force with the International Civil Aviation Organization.

ARTICLE 25: TERMINATION

- (1) Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of notice by the other Contracting Party, unless the

notice to terminate is withdrawn by agreement before the expiry of this period.

- (2) In the absence of acknowledgment of receipt of a notice of termination by the other Contracting Party, notice shall be deemed to have been received by it fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 26: ENTRY INTO FORCE

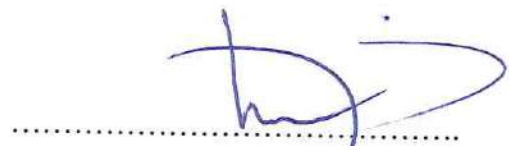
This Agreement shall enter into force on the date of the receipt of the later note in an exchange of Notes through diplomatic channels between the Contracting Parties, confirming that their respective domestic requirements for bringing the Agreement into force have been complied with.

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

In the case of divergency, the English language shall prevail.

Done at Abuja on this 6th day of December of the year 2022


.....
FOR THE GOVERNMENT OF THE
REPUBLIC OF LATVIA


.....
FOR THE GOVERNMENT OF THE
REPUBLIC OF RWANDA

ROUTE SCHEDULE

Section 1:

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

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

Section 2:

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

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

NOTES

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

- (a) operate flights in either or both directions;
- (b) combine different flight numbers within one aircraft operation;
- (c) serve intermediate and beyond points and points in the territories of the Contracting Parties on the routes in any combination and in any order;
- (d) omit stops at any point or points;
- (e) transfer traffic, including code-sharing operations, from any of its aircraft to any of its other aircraft at any point on the routes;
- (f) serve points behind any point in the territory of the Contracting Party designating the airline with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services; and
- (g) make stopovers at any point whether within or outside the territories of the Contracting Parties.

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

(3) The Designated Airlines of each Contracting Party are entitled to exercise fifth freedom traffic rights at any intermediate and/or beyond points of their own choice while operating any type of services (passenger and/or cargo, separately or in combination).

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 018/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika ya Latvia na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Abuja muri Nigeria, ku wa 06 Ukuboza 2022	Seen to be annexed to Law n° 018/2024 of 26/01/2024 approving ratification of the Bilateral Air Services Agreement between the Government of the Republic of Latvia and the Government of the Republic of Rwanda, signed at Abuja, Nigeria, on 06 December 2022	Vu pour être annexé à la Loi n° 018/2024 du 26/01/2024 portant approbation de ratification de l'Accord bilatéral sur les services aériens entre le Gouvernement de la République de Lettonie et le Gouvernement de la République du Rwanda, signé à Abuja, au Nigeria, le 06 décembre 2022
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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

ITEGEKO N° 019/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA MALDIVES NA GUVERINOMA YA REPUBULIKA Y’U RWANDA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 21 KAMENA 2022 <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° 019/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALDIVES AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 21 JUNE 2022 <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° 019/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DES MALDIVES ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, RWANDA, LE 21 JUIN 2022 <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° 019/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA MALDIVES NA GUVERINOMA YA REPUBULIKA Y’U RWANDA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 21 KAMENA 2022 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 19 Ukuboza 2023; Ishingiye ku Itegeko Nshinga rya Repubulika y’u Rwanda, cyane cyane mu ngingo zaryo iya 64 n’iya 168;	LAW N° 019/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALDIVES AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 21 JUNE 2022 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 19 December 2023; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168;	LOI N° 019/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DES MALDIVES ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, RWANDA, LE 21 JUIN 2022 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 19 décembre 2023 ; Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168 ;
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Imaze gusuzuma amasezerano hagati ya Guverinoma ya Repubulika ya Maldives na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 21 Kamena 2022; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika ya Maldives na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 21 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. <u>Ingingo ya 3:</u> Gutangira gukurikizwa Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	After consideration of the Air Services Agreement between the Government of the Republic of Maldives and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 21 June 2022; ADOPTS: <u>Article One:</u> Approval for ratification The Air Services Agreement between the Government of the Republic of Maldives and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 21 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. <u>Article 3:</u> Entry into force This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	Après examen de l'accord sur les services aériens entre le Gouvernement de la République des Maldives et le Gouvernement de la République du Rwanda, signé à Kigali, Rwanda, le 21 juin 2022 ; ADOPTE : <u>Article premier:</u> Approbation pour ratification L'accord sur les services aériens entre le Gouvernement de la République des Maldives et le Gouvernement de la République du Rwanda, signé à Kigali, Rwanda, le 21 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. <u>Article 3:</u> Entrée en vigueur La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 26/01/2024

(sé)

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

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Dr NGIRENTE Edouard
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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° 019/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA MALDIVES NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 21 KAMENA 2022	ANNEX TO LAW N° 019/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALDIVES AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 21 JUNE 2022	ANNEXE À LA LOI N° 019/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DES MALDIVES ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 21 JUIN 2022
AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA MALDIVES NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 21 KAMENA 2022	AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALDIVES AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 21 JUNE 2022	ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DES MALDIVES ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 21 JUIN 2022



AIR SERVICES AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF
MALDIVES**

AND

**THE GOVERNMENT OF THE REPUBLIC OF
RWANDA**

The Government of the Republic of Maldives 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 the seventh day of December, 1944;

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories;

Have agreed as follows:

ARTICLE 1 Definitions

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

1. The term “ **the Convention**” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any annex adopted under Article 90 of that Convention and any amendment of the annexes or Convention under Articles 90 and 94 thereof, so far as those annexes and amendments have become effective for or been ratified by both Contracting Parties;
2. The term “**Agreement**” means this Agreement, the Annex attached thereto and any Protocols or similar documents amending the present Agreement or the Annex;
3. The term “**aeronautical authorities**” means: in the case of the Government of the Republic of Maldives; the Maldives Civil Aviation Authority, and in the case of the Government of the Republic of Rwanda, the Ministry in charge of Civil Aviation and Rwanda Civil Aviation Authority, and in both cases any person or body authorized to perform any functions at present exercisable by the said authorities or similar functions;
4. The term “**designated airline**” means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;
5. The terms “**air service**”, “**international air service**”, “**airline**” and “**stop for non-traffic purposes**”, have the meanings respectively assigned to them in Article 96 of the Convention;




6. The term “**Capacity**” in relation to an aircraft means the payload of the aircraft available on the route or section of a route; and in relation to a specified air service means the capacity of aircraft, used on such service, multiplied by the frequency of the flights, operated by such an aircraft over a given period and route or section of route;
7. The terms “**Agreed Services**” and “**specified routes**” have the meaning respectively of scheduled international air services and of routes specified in the Annex to this Agreement;
8. The term “**Tariff**” means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;
9. The term “**User Charges**” means fees or rates levied for the use of airports, navigational facilities and other related services offered by one Contracting Party to the other;
10. The term “**territory**” in relation to a state has the meaning assigned to it in Article 2 of the Chicago Convention.

ARTICLE 2

Applicability of Chicago Convention

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

ARTICLE 3

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of its scheduled international air services:
 - a) the right to fly across its territory without landing;

- b) the right to make stops in its territory for non-traffic purposes.
2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate section of the Schedules annexed to this Agreement. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route, the airlines designated by each Contracting Party shall enjoy in addition to the rights specified in paragraph 1 of this Article the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Schedules annexed to this Agreement for the purpose of taking on board and discharging passengers and cargo including mail, in combination or separately.
3. Nothing in paragraph (2) of this Article shall be deemed to confer on the airlines of one Contracting Party, the privilege of taking on board, in the territory of the other Contracting Party, passengers and cargo including mail carried for hire or reward and destined for another point in the territory of the other Contracting Party.

ARTICLE 4
Designation and Authorization

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline or airlines for the purposes of operating the agreed services on the specified routes.
2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline designated the appropriate operating authorizations.
3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of



international air services by such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 3 of this Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.
5. When an airline has been so designated and authorized it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 8 of this Agreement, is in force in respect of the service.

ARTICLE 5

Revocation or Suspension of Operating Authorization

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 3 of this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:
 - a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in the nationals of such Contracting Party; or
 - b) in the case of failure by that airline to comply with laws or regulations of the Contracting Party granting these rights; or
 - c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
2. Unless immediate revocation, suspension, or imposition of the conditions mentioned in paragraph (1) of this Article is essential to

prevent further infringement of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 6
Exemption from Customs and other Duties

1. Aircraft operated on international air services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, and aircraft stores (including food, beverages, tobacco) on board such aircraft shall be exempted from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.
2. They shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed,
 - a) aircraft stores taken on board in the territory of a Contracting Party, and for use on board outbound aircraft engaged in an international air service of the other Contracting Party;
 - b) spare parts and regular equipment introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Contracting Party;
 - c) fuel and lubricants supplied in the territory of a Contracting Party to outbound aircraft of a designated airline of the other Contracting Party engaged in an international air service, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board;
 - d) advertising materials, uniform items and airline documentation having no commercial value used by the

designated airlines of one Contracting Party in the territory of the other Contracting Party;

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

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

3. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to a very simplified control. Baggage and cargo in direct transit only shall be exempt from customs duties and other similar taxes.
4. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such a case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

ARTICLE 7

Principles Governing Operation of Agreed Services

1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.
2. In operating the agreed services, the designated airline of one Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.
3. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements

of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers and cargo including mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo including mail both taken on board and discharged at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

- a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
 - b) traffic requirements of the area through which the agreed service passes, after taking account of other transport services established by airlines of the States comprising the area; and
 - c) the requirements of through airline operation.
4. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and anti-competitive or predatory practices in the exercise of the rights and entitlements set out in this Agreement.
 5. Each Contracting Party shall allow the Designated Airlines to determine the capacity and the number of frequencies to be operated based upon commercial consideration in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequencies or regularity of service or the aircraft type(s) operated by the Designated Airlines of the other Contracting Party, except as may be required for customs, technical, operational or environmental requirements under uniform conditions consistent with Article 15 of the Convention.

ARTICLE 8 Tariffs

1. Each Contracting Party shall allow Tariffs for air transportation to be established by each Designated Airline based upon commercial considerations in the marketplace. Intervention by the Contracting

Parties shall be limited to:-

- (a) prevention of Tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
 - (b) protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c) protection of Designated Airlines from tariffs that are artificially low.
2. Tariffs for international air transportation between the Territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the Designated Airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed tariffs to the Aeronautical Authorities of the Contracting Parties in a manner and format acceptable to those Aeronautical Authorities.
 3. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by a Designated Airlines of either Contracting Party for international air transportation. If either Contracting Party believes that any such tariff is in consistence with the considerations set forth in paragraph (1) of this Article, it shall request for consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement to the contrary, the tariff shall go into effect or continue in effect.

ARTICLE 9

Approval of Time-Tables

The designated airline shall submit for approval to the aeronautical authorities of the other Contracting Party the flight time-table including the




type of aircraft to be used as well as the capacity. This should be submitted not later than (30) days prior to the inauguration of the scheduled flights. This requirement shall also apply to later amendments. In special cases, if necessary, the mentioned time limit may be reduced after consultation between the mentioned authorities.

ARTICLE 10 **Provision of Statistics**

The aeronautical authorities of a Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the Contracting Party referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

ARTICLE 11 **Transfer of Earnings**

1. Each Contracting Party shall grant to the designated airline of the other Contracting Party, the right of free transfer of the excess receipts over expenditure earned in the territory of the respective Contracting Party. Such transfer shall be effected on the basis of official exchange rates or where there are no official exchange rates, at the prevailing foreign exchange market rates for current payment.
2. If a Contracting Party imposes restrictions on the transfer of excess receipts over expenditure by the designated airline of the other Contracting Party, the latter shall have the right to impose reciprocal restrictions on the designated airline of that Contracting Party.

Article 12 **Aviation Security**

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without

limiting their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, done at Montreal on 24 February 1988, and the provisions of multilateral agreements which will become binding on both Contracting Parties.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to both Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.
4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party.
5. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the

other Contracting Party for reasonable special security measures to meet a particular threat.

6. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such an incident or threat thereof.
7. Should one Contracting Party have problems with regard to the aviation security provisions of this Article, the aeronautical authorities of either Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party.

Article 13 Aviation Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 5 of this Agreement.
3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the airline of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, on board

and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

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

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

Article 14
User Charges

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

ARTICLE 15
Place of Taxation

1. The revenue derived from International traffic operations by an airline designated by a Contracting Party shall be taxable only in the State where the headquarters of the said airline are situated.
2. In case a particular Agreement exists between the Contracting Parties on this subject, the provisions of that Agreement shall be applicable.

ARTICLE 16
Applicability of National Legislation

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

ARTICLE 17
Intermodal Services

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

ARTICLE 18
Code-share/Cooperative arrangements

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

- a) an airline(s) of the same Contracting Party, or
- b) an airline(s) of the other Contracting Party; or
- c) an airline(s) of a third country,

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

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

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

3. All code-sharing arrangements shall be notified to the appropriate Aeronautical Authorities prior to implementation.
4. It is the common understanding of both Contracting Parties that code-sharing services are not counted against the frequency entitlement of the marketing airline.

ARTICLE 19 **Commercial Activities**

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

ARTICLE 20 **Consultation**

1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the annexed Schedules and shall consult when necessary to provide for modifications thereof.
2. Either Contracting Party may request consultation in writing which shall begin within a period of sixty (60) days of the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

ARTICLE 21
Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall, at the request of either Contracting Party be submitted for decision to a tribunal of three (3) arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may, at the request of either Contracting Party, appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.
3. Each Contracting Party shall bear the costs of the arbitrator it has nominated as well as of its representation in the arbitral proceedings. The cost of the President and any other costs shall be borne in equal parts by the Contracting Parties.
4. The Contracting Party shall comply with any decision given under paragraph (2) of this Article.

ARTICLE 22
Amendments

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, such modifications, if agreed between the Contracting Parties and if necessary after consultation in accordance with Article 20 of this Agreement, shall come into

effect when confirmed by an exchange of notes, through the diplomatic channels.

2. If the amendment relates to the provisions of the Agreement other than those of the annexed Schedules, the amendment shall be approved by each Contracting Party in accordance with its constitutional procedures.
3. If the amendment relates only to the provisions of the annexed Schedules, it shall be agreed upon between the aeronautical authorities of both Contracting Parties.

ARTICLE 23

Registration with the International Civil Aviation Organization

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

ARTICLE 24

Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating services provided for in this Agreement, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.
2. If the privileges or conditions of the licences or certificates referred to in paragraph (1) above, issued by the Aeronautical Authorities of one Contracting Party to any person or designated airline or in respect of an aircraft operating the agreed services on the specified routes would permit a difference from the standards established under the Convention, and which difference has been filed with the



International Civil Aviation Organization, the Aeronautical Authorities of the other Contracting Party may request consultations in accordance with Article 20 of this Agreement with the Aeronautical Authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement will constitute grounds for the application of Article 5 of this Agreement.

ARTICLE 25
Conformity with Multilateral Conventions

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

ARTICLE 26
Annexes

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

ARTICLE 27
Termination

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 28
Entry into Force

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

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

Signed in Kigali, Rwanda on 21st June 2022 in two original copies, in the English language.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF MALDIVES**



H.E. Ahmed KHALEEL
Minister of State for
Foreign Affairs

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



Vincent BIRUTA
Minister of Foreign Affairs
and International Cooperation.

ANNEX**Route Schedule 1**

1. Routes to be operated by the designated airline of the Republic of Maldives:

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

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

Route Schedule 2

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

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

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

Notes:

(*) The intermediate points and beyond points on the above routes, and 5th freedom traffic rights which may be exercised at such points by the designated airlines, shall be jointly determined between the aeronautical

authorities of both Contracting Parties through correspondence and or meetings.

(*) Intermediate and beyond points may be omitted by the designated airline(s) on any or all flights at their discretion provided that such services on this route shall start and terminate in the territory of the Contracting Party designating the airline.



Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 019/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika ya Maldives na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 21 Kamena 2022	Seen to be annexed to Law n° 019/2024 of 26/01/2024 approving ratification of the Air Services Agreement between the Government of the Republic of Maldives and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 21 June 2022	Vu pour être annexé à Loi n° 019/2024 du 26/01/2024 portant approbation de ratification de l'Accord sur les services aériens entre le Gouvernement de la République des Maldives et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 21 juin 2022
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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

ITEGEKO N° 020/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA MALTA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 11 GICURASI 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° 020/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALTA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 11 MAY 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° 020/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE MALTE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, RWANDA, LE 11 MAI 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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ITEGEKO N° 020/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA MALTA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 11 GICURASI 2023 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 19 Ukuboza 2023 ; Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo iya 64 n'ya 168;	LAW N° 020/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALTA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 11 MAY 2023 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 19 December 2023; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168;	LOI N° 020/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE MALTE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, RWANDA, LE 11 MAI 2023 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 19 décembre 2023 ; Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168;
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Iaze gusuzuma amasezerano yo gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya Malta na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 11 Gicurasi 2023; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano yo gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya Malta na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 11 Gicurasi 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. <u>Ingingo ya 3:</u> Gutangira gukurikizwa Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	After consideration of the Air Services Agreement between the Government of the Republic of Malta and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 11 May 2023; ADOPTS: <u>Article One:</u> Approval for ratification The Air Services Agreement between the Government of the Republic of Malta and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 11 May 2023, in annex, is approved for ratification. <u>Article 2:</u> Language provision This Law was drafted in English, considered and adopted in Ikinyarwanda. <u>Article 3:</u> Entry into force This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	Après examen de l'accord relatif aux services aériens entre le Gouvernement de la République de Malte et le Gouvernement de la République du Rwanda, signé à Kigali, Rwanda, le 11 mai 2023 ; ADOPTÉ : <u>Article premier:</u> Approbation pour ratification L'accord relatif aux services aériens entre le Gouvernement de la République de Malte et le Gouvernement de la République du Rwanda, signé à Kigali, Rwanda, le 11 mai 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. <u>Article 3:</u> Entrée en vigueur La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

UMUGEREKA W'ITEGEKO N° 020/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA MALTA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 11 GICURASI 2023	ANNEX TO LAW N° 020/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALTA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 11 MAY 2023	ANNEXE À LA LOI N° 020/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE MALTE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 11 MAI 2023
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AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF MALTA
AND
THE GOVERNMENT OF THE REPUBLIC OF RWANDA

13 For.

AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF MALTA
AND
THE GOVERNMENT OF THE REPUBLIC OF RWANDA

The Government of the Republic of Malta and the Government of the Republic of Rwanda (hereinafter, “the Contracting Parties”);

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

DESIRING to contribute to the progress of international civil aviation;

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

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Definitions

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

- (a) **“aeronautical authorities”** means in the case of the Government of the Republic of Malta, the Minister responsible for Civil Aviation, and in the case of the Government of the Republic of Rwanda, the Ministry in charge of Civil Aviation; or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;
- (b) **“Agreement”** means this Agreement, its Annex and any amendments thereto all of which shall form an integral part thereof;
- (c) **“air service”, “international air service”, “airline” and “stop for non-traffic purposes”** have the meanings assigned to them in Article 96 of the Convention;
- (d) **“air transportation”** means the public carriage by aircraft of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
- (e) **“Annex”** means the Annex (Route Schedule) to this Agreement or as amended in accordance with the provisions of Article 25 (Amendments) of this Agreement. The Annex forms an integral part of this Agreement, and all references to the Agreement shall include references to the Annex except where otherwise explicitly provided;
- (f) **“capacity”** in relation to an aircraft means the payload of that aircraft available on a route or a section of a route;

- (g) **“capacity”** in relation to an agreed air service means the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or a section of a route;
- (h) **“Convention”** means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any Annex adopted under Article 90 of that Convention and any amendments of the Annexes or Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Contracting Parties;
- (i) **“designated airline”** means an airline, designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;
- (j) **“EU Treaties”** shall be understood as referring to the Treaty on European Union and the Treaty on the Functioning of the European Union;
- (k) **“EU Member State”** shall mean a State that is a contracting party to the EU Treaties;
- (l) **“ICAO”** means the International Civil Aviation Organization;
- (m) **“international air transportation”** is air transportation in which the passengers, baggage, cargo and mail which are taken on board in the territory of one State are destined to another State;
- (n) **“tariff”** means the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail;
- (o) **“territory”** in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- (p) **“user charges”** means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo;
- (q) **“nationals of the Republic of Malta”** shall be understood as referring to nationals of EU Member States; and
- (r) **“airlines of the Republic of Malta”** shall be understood as referring to airlines designated by the Republic of Malta.



Handwritten signature and initials in blue ink.

ARTICLE 2
Grant of Rights

1. 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 (Route Schedule) to this Agreement. Such services and routes are hereinafter called “the agreed services” and “the specified routes” respectively.
2. Subject to the provisions of this Agreement, the airline(s) designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:
 - (a) the right to fly without landing across the territory of the other Contracting Party;
 - (b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes; and
 - (c) the right to make stops at the point(s) on the route(s) specified in the Annex (Route Schedule) to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo and mail separately or in combination.
3. Nothing in paragraph 2 of this Article shall be deemed to confer on the airline(s) of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration 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 in writing to the other Contracting Party one or more airlines to operate the agreed services and to withdraw or alter such designation.
2. On receipt of such a designation, the aeronautical authority of the other Contracting Party shall grant the appropriate operating authorisation and permissions with minimum procedural delay, provided that:
 - (a) in the case of an airline designated by the Republic of Malta:
 - (i) the airline is established in the territory of the Republic of Malta under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and
 - (ii) effective regulatory control of the airline is exercised and maintained by the EU Member State responsible for issuing its Air Operator Certificate and the relevant aeronautical authority is clearly identified in the designation; and
 - (iii) the airline is owned, directly or through majority ownership and it is effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such States;
 - (b) in the case of an airline designated by the Republic of Rwanda:
 - (i) it is established in the territory of the Republic of Rwanda and has a valid Operating Licence in accordance with the applicable law of the Republic of Rwanda; and
 - (ii) effective regulatory control of the airline is exercised and maintained by the Republic of Rwanda;
 - (c) the standards set forth in Article 8 (Aviation Safety) and Article 9 (Aviation Security) are being maintained and administered;
 - (d) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Contracting Party receiving the designation.
3. When an airline has been so designated and authorised, it may begin at any time to operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4

Revocation, Suspension or Limitation of Authorisation

1. Each Contracting Party may revoke, suspend or limit the operating authorisations or technical permissions of an airline designated by the other Contracting Party where:
 - (a) in the case of an airline designated by the Republic of Malta:
 - (i) the airline is not established in the territory of the Republic of Malta under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or
 - (ii) effective regulatory control of the airline is not exercised or not maintained by the EU Member State responsible for issuing its Air Operator Certificate or the relevant aeronautical authority is not clearly identified in the designation; or
 - (iii) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such States;
 - (b) in the case of an airline designated by Republic of Rwanda:
 - (i) it is not established in the territory of the Republic of Rwanda or does not have a valid Operating Licence in accordance with the applicable law of the Republic of Rwanda; or
 - (ii) effective regulatory control of the airline is not exercised or not maintained by the Republic of Rwanda;
 - (c) the airline has failed to comply with the laws and regulations referred to in Article 5 (Application of Laws and Regulations) of this Agreement;
 - (d) the Contracting Party designating the airline fails to comply with the provisions set forth in Article 8 (Aviation Safety), Article 9 (Aviation Security) and Article 15 (Fair Competition).
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 between the aeronautical authorities in conformity with Article 23 (Consultations) of this Agreement.

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ARTICLE 5

Application of Laws and Regulations

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air services or the operation and navigation of such aircraft while within its territory shall apply to the designated airline(s) of the other Contracting Party.
2. The laws and regulations of one Contracting Party governing entry into, stay in and departure from its territory of passengers, crew and cargo including mail such as those regarding 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. Neither Contracting Party shall give preference to its own or any other airline over a designated airline(s) of the other Contracting Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

ARTICLE 6

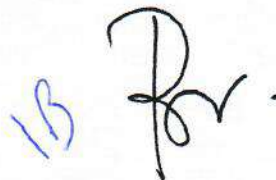
Direct Transit

Passengers, baggage and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall not undergo any examination except for reasons of aviation security, narcotics control, prevention of illegal entry or in special circumstances.

ARTICLE 7

Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of one Contracting Party, including, in the case of the Republic of Malta, European Union laws and regulations and unexpired shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes, provided always that such certificates or licences were issued, or validated, equal or above the minimum standards established under the Convention.
2. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flights above or landing within its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

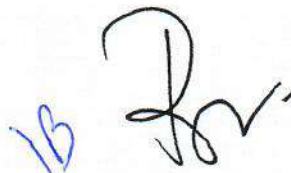


ARTICLE 8

Aviation Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.
2. If following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed shall be grounds for the application of Article 4 (Revocation, Suspension or Limitation of Authorisation) of this Agreement.
3. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by the airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
4. If any ramp inspection or series of ramp inspections gives rise to:
 - (a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
 - (b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.
5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline of one Contracting Party in accordance with paragraph 3 of this Article above is denied by the representative of that airline, the other Contracting Party



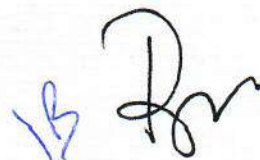
shall be free to infer that serious concerns of the type referred to in paragraph 4 of this Article above arise and draw the conclusions referred in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 of this Article above shall be discontinued once the basis for the taking of that action ceases to exist.
8. When the Republic of Malta has designated an airline whose regulatory control is exercised and maintained by another EU Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other EU Member State and in respect of the operating authorisation of that airline.

ARTICLE 9

Aviation Security

1. The Contracting Parties reaffirm, consistent with their rights and obligations under international law, that their obligations to each other to protect the security of civil aviation against acts of unlawful interference form 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, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation signed at Montreal on 24 February 1988, the Convention on Marking of Plastic Explosives for the purpose of Detection, done at Montreal on 1 March 1991, as well as any other Convention and Protocol relating to the security of civil aviation which both Contracting Parties adhere to.
2. The Contracting Parties shall provide, upon request, all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the ICAO and designated as Annexes to the Chicago Convention to the extent that such security provisions are applicable to the Contracting



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

4. Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are adjusted to meet the increase in the threat. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in that country, including, in the case of Republic of Malta, European Union law. Each Contracting Party shall also act favourably upon 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 occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate as 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 provisions of this Article, the first Contracting Party may request immediate consultations with the other Contracting Party. These consultations will be aimed to reach an agreement upon the measures suitable to eliminate the more immediate reasons of worry and to adopt in the framework of the ICAO security standards, the actions necessary to establish the appropriate conditions of security.
7. Each Contracting Party shall take such measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference which has landed in its territory is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

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ARTICLE 10

Aircraft Leasing

1. Any designated airline of either Contracting Party may operate the capacity entitlements by using their own aircraft, dry or wet leased aircraft, provided that:
 - (a) the operating aircraft and crew shall comply with the relevant requirements of both Contracting Parties;
 - (b) where aircraft is wet-leased from airlines of third countries, only the lessee airlines will be entitled to exercise traffic rights on the services performed; and
 - (c) in the case of wet-leased aircraft from third countries, the designated airlines concerned shall submit liability, insurance and other relevant documents to relevant authorities of both Contracting Parties as required while filing the applications.
2. Either Contracting Party may prevent the use of leased aircraft for services under this Agreement which do not meet the applicable safety and security requirements.
3. Any leasing arrangement shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

ARTICLE 11

Code-share Arrangements

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

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

provided that (i) the operating carrier holds the appropriate traffic rights and (ii) the marketing carriers hold the appropriate route rights within the relevant bilateral provisions and (in) the arrangements meet the requirements relating to safety and competition normally applied to such arrangements. In respect of passenger transport sold involving code-shares, the purchaser shall be informed at the point of sale, or in any case at check-in, or on boarding where no check-in is required for a connecting flight, which transport providers will operate each sector of the service.

ARTICLE 12**Intermodal Transport**

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

ARTICLE 13**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 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 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 24 (Settlement of Disputes) of this Agreement, 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

Exemption from Taxes, Customs Duties and other Charges

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

5. Baggage and cargo in direct transit across the territory of a Contracting Party shall be exempt from taxes, customs duties, fees and other similar charges not based on the cost of services on arrival or departure.
6. The exemptions provided by this Article shall also be available where the designated airlines of one Contracting Party have contracted with another airline, which similarly enjoys such exemptions from the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of this Article.

ARTICLE 15

Fair Competition

1. The Contracting Parties acknowledge that it is their joint objective to have a fair and competitive environment and fair and equal opportunity for the airlines of both Contracting Parties to compete in operating the agreed services on the specified routes. Therefore, the Contracting Parties shall take all appropriate measures to ensure the full enforcement of this objective.
2. The Contracting Parties assert that free, fair and undistorted competition is important to promote the objectives of this Agreement and note that the existence of comprehensive competition laws and of an independent competition authority as well as the sound and effective enforcement of their respective competition laws are important for the efficient provision of air transport services. The competition laws of each Contracting Party addressing the issues covered by this Article, as amended from time to time, shall apply to the operation of the air carriers within the jurisdiction of the respective Contracting Party. The Contracting Parties share the objectives of compatibility and convergence of Competition law and of its effective application. They will cooperate as appropriate and where relevant on the effective application of competition law, including by allowing the disclosure, in accordance with their respective rules and jurisprudence, by their respective airline(s) or other nationals of information pertinent to a competition law action by the competition authorities of each other.
3. Any action taken pursuant to this Article shall fall under the exclusive responsibility of the Contracting Parties and shall be exclusively directed towards the other Contracting Party and/or to airline(s) providing air transport services to/from the Contracting Parties.



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4. Each Contracting Party shall eliminate all forms of discrimination or unfair practices which would adversely affect the fair and equal opportunity of the airlines of the other Contracting Party to compete in providing air transport services.
5. Each Contracting Party shall effectively apply antitrust laws in accordance with paragraph 2, and shall prohibit airline(s):
 - (a) in conjunction with any other airline(s) to enter into agreements, take decisions or engage in concerted practices which may affect air transport services to/from that Contracting Party and which have as their object or effect the prevention, restriction or distortion of competition. This prohibition may be declared inapplicable where such agreements, decisions or practices contribute to improving the production or distribution of services or to promoting technical or economic progress, while allowing consumers a fair share of the resulting benefit, and do not: (a) impose on the airlines concerned restrictions which are not indispensable to the attainment of these objectives; (b) afford such airlines the possibility of eliminating competition in respect of a substantial part of the services in question, and
 - (b) to abuse a dominant position in a way which may affect air transport services to/from that Contracting Party.
6. Each Contracting Party shall entrust the enforcement of the antitrust rules referred to in paragraph 5 above exclusively to its relevant and independent competition authority and/or court.
7. Without prejudice to any action undertaken by the relevant competition authority and/or court for the enforcement of the rules referred to in paragraph 5, if one Contracting Party finds that an airline suffers from an alleged violation of paragraph 5 above and that this can be substantiated, it may submit observations in writing to the other Contracting Party. After informing the other Contracting Party, a Contracting Party may also approach responsible government entities in the territory of the other Contracting Party, including entities at the central, regional, provincial or local level to discuss matters relating to this Article. Moreover, a Contracting Party may request consultations on this matter with the other Contracting Party with a view to solving the problem. Such consultations shall start within a period of thirty (30) days of the receipt of the request. In the meantime, the Contracting Parties shall exchange sufficient information to enable a full examination of the concern expressed by one of the Contracting Parties.
8. If the Contracting Parties fail to reach a resolution of the matter through consultations within thirty (30) days from the start of consultations or consultations do not start within a period of thirty (30) days of the receipt of the request concerning an alleged violation of paragraph 5, and provided the relevant competent competition authority or court has found an antitrust violation, the Contracting Party which requested the consultation shall have the right to suspend the exercise of the rights specified in this Agreement by the



airline(s) of the other Contracting Party by refusing, withholding, revoking or suspending the operating authorisation/permit, or to impose such conditions as it may deem necessary on the exercise of such rights. Any action taken pursuant to this paragraph shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary.

ARTICLE 16

Computer reservation systems

1. Computer reservation systems (hereinafter CRS) vendors operating in the territory of one Contracting Party shall be entitled to bring in, maintain, and make freely available their CRSs to travel agencies or travel companies whose principal business is the distribution of travel-related products in the territory of the other Contracting Party provided the CRS complies with any relevant regulatory requirements of the other Contracting Party.
2. The Contracting Parties shall annul any existing requirement, which could restrict free access by one Contracting Party's CRSs to the other Contracting Party's market or otherwise limit competition. The Contracting Parties shall refrain from adopting such requirements in the future.
3. Neither Contracting Party shall, in its territory, impose or permit to be imposed on the CRS vendors of the other Contracting Party requirements with respect to CRS displays different from those imposed on its own CRS vendors or any other CRS operating on its market. Neither Contracting Party shall prevent the conclusion of agreements between CRS vendors, their providers and their subscribers related to the exchange of travel services information and which are facilitating the display of comprehensive and unbiased information to consumers, or the fulfilment of regulatory requirements on neutral displays.
4. Owners and operators of CRSs of one Contracting Party that comply with the relevant regulatory requirements of the other Contracting Party, if any, shall have the same opportunity to own CRSs within the territory of the other Contracting Party as do the owners and operators of any other CRS operating in the market of that Contracting Party.

ARTICLE 17

Capacity

1. 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.
2. 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.

3. Neither Contracting Party shall impose on the other Contracting Party's designated airlines a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.
4. Each Contracting Party may require the filing of traffic programmes and individual flights or operational plans by the designated airlines of the other Contracting Party. The administrative burden of filing requirements shall be minimised and all filings shall be dealt with promptly by the respective aeronautical authorities.

ARTICLE 18

Tariffs

1. Each Contracting Party shall allow tariffs for air services to be established by each designated airline(s) based upon commercial considerations in the market place. Neither Contracting Party shall require their airline(s) to consult other airlines about tariffs they charge or propose to charge for services covered by these arrangements.
2. Each Contracting Party may require notification or filing of any tariff to be charged by its own designated airline or airlines. Neither Contracting Party shall require notification or filing of any tariff to be charged by the designated airline or airlines of the other Contracting Party. Tariffs may remain in effect unless subsequently disapproved under paragraphs 4 and 5 of this Article below.
3. Intervention by the Contracting Parties shall be limited to:
 - (a) the protection of consumers from tariffs that are excessive due to the abuse of market power;
 - (b) 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 one of its own designated airline(s). 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 of this Article above.
5. 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 an airline(s) of the other Contracting Party. If one Contracting Party believes that any such tariff is inconsistent with the considerations set out in paragraph 3 of this Article above, it may request

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consultations and notify the other Contracting Party of the reasons for its dissatisfaction. These consultations shall be held not later than fourteen (14) days after receipt of the request. Without a mutual agreement the tariff shall take effect or continue in effect.

ARTICLE 19

Transfer of Earnings

Each Contracting Party grants to the designated airline(s) of the other Contracting Party the right of free transfer in any freely convertible currencies in accordance with the foreign exchange regulations in force of the excess of receipts over expenditure earned by that airline(s) in its territory in connection with the carriage of passengers, mail and cargo.

ARTICLE 20

Airline Representation and Sales

1. The designated airline(s) of each Contracting Party shall have the right, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring into and maintain in the territory of that other Contracting Party their representatives and commercial, technical, operational and other specialist staff who are required for the promotion or provision of air transportation.
2. The designated airline(s) of one Contracting Party shall have the right to establish in the territory of the other Contracting Party an office or offices for promotion of air transportation and sale of the air transportation services, subject to the laws and regulations in force in the territory of the latter Contracting Party.

ARTICLE 21

Ground Handling

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

ARTICLE 22

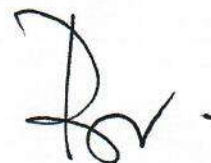
Avoidance of Double Taxation

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

ARTICLE 23

Consultations

1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with the provisions of this Agreement and Annex and shall consult when necessary to provide for modification thereof.
2. Either Contracting Party may request consultations which may be through discussion or by correspondence and shall begin within a period of sixty (60) days of the date of the request, unless both Contracting Parties agree to an extension of this period.



ARTICLE 24

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 and negotiation.
2. If the Contracting Parties fail to reach a settlement through consultations, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, the President of the Council of the International Civil Aviation Organisation at the request of either Contracting Party may appoint an arbitrator or arbitrators as the case requires. In such a case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.
3. The Contracting Parties shall comply with any decision given under paragraph 2 of this Article.
4. If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with the requirements of paragraph 3 of this Article, the other Contracting Party may limit or revoke any right which it has granted by virtue of this Agreement.
5. The expenses of the national arbitrators shall be borne by the respective Contracting Parties. All other expenses of the arbitral tribunal, including the fees and expenses of the third arbitrator shall be shared equally.

ARTICLE 25

Amendments

1. If either Contracting Party considers it desirable to amend any provisions of this Agreement, it may at any time request consultation with the other Contracting Party. Such consultation may be through discussions or by correspondence and shall begin within a period of sixty (60) days from the date of receipt of the request. Any amendments so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

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2. Amendments of the Annex may be made by direct agreement between the aeronautical authorities of the Contracting Parties and confirmed by an exchange of diplomatic notes.

ARTICLE 26

Multilateral Conventions

If any multilateral convention concerning air transportation enters into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with Article 23 (Consultations) 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 27

Termination

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

ARTICLE 28

Registration with ICAO

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



ANNEX

Route Schedule

Section A

The designated airline or airlines of the Republic of Malta shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any points in Malta	Any points	Any points in Rwanda	Any points

Section B

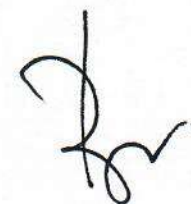
The designated airline or airlines of the Republic of Rwanda shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any points in Rwanda	Any points	Any points in Malta	Any points

Section C

Notes on the routes to be operated by the designated airline(s) of both Contracting Parties:

1. Intermediate points and/or beyond points on any of the specified routes are to be specified and agreed by the aeronautical authorities of both Contracting Parties.
2. Intermediate points and/or beyond points on any of the specified routes may be omitted on any flight provided that the agreed services on the routes begin or end in the territory of the Contracting Party which has designated the airline.
3. Each designated airline may serve any intermediate points and/or beyond points on condition that no fifth freedom traffic rights shall be exercised between these points and the territory of the other Contracting Party.
4. The exercise of fifth freedom traffic rights on the specified intermediate and/or beyond points shall be subject to the approval of the aeronautical authorities of both Contracting Parties.




ARTICLE 29
Entry into Force

This Agreement shall enter into force on the date of the last notification through the exchange of diplomatic notes by one Contracting Party to the other Contracting Party that it has completed the internal legal procedures necessary in accordance with its laws and regulations for the entry into force of this Agreement.

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

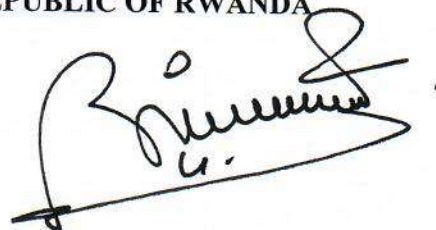
Done in **Kigali** on the **11th of May 2023**, in two original copies, in the English language.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF MALTA**



Dr. Ian BORG MP
Minister for Foreign and
European Affairs and Trade

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



Vincent BIRUTA
Minister of Foreign Affairs and
International Cooperation

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 020/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya Malta na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 11 Gicurasi 2023	Seen to be annexed to Law n° 020/2024 of 26/01/2024 approving ratification of the Air Services Agreement between the Government of the Republic of Malta and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 11 May 2023	Vu pour être annexé à la Loi n° 020/2024 du 26/01/2024 portant approbation de ratification de l'Accord sur les services aériens entre le Gouvernement de la République de Malte et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 11 mai 2023
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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

ITEGEKO N° 021/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA REPUBULIKA YA ISILAMU YA MAURITANIE AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NOUAKCHOTT MURI MAURITANIE, KU WA 23 GASHYANTARE 2022 <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° 021/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF MAURITANIA, SIGNED AT NOUAKCHOTT, MAURITANIA, ON 23 FEBRUARY 2022 <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° 021/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE ISLAMIQUE DE MAURITANIE, SIGNÉ À NOUAKCHOTT, MAURITANIE, LE 23 FÉVRIER 2022 <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° 021/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA REPUBULIKA YA ISILAMU YA MAURITANIE AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NOUAKCHOTT MURI MAURITANIE, KU WA 23 GASHYANTARE 2022 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 19 Ukuboza 2023 ; Ishingiye ku Itegeko Nshinga rya Repubulika y’u Rwanda, cyane cyane mu ngingo zaryo iya 64 n’iya 168;	LAW N° 021/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF MAURITANIA, SIGNED AT NOUAKCHOTT, MAURITANIA, ON 23 FEBRUARY 2022 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 19 December 2023; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168;	LOI N° 021/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE ISLAMIQUE DE MAURITANIE, SIGNÉ À NOUAKCHOTT, MAURITANIE LE 23 FÉVRIER 2022 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 19 decembre 2023 ; Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168 ;
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Imaze gusuzuma amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Isilamu ya Mauritania ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Nouakchott muri Mauritania, ku wa 23 Gashyantare 2022; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Isilamu ya Mauritania ajyanye no gutwara abantu n'ibintu mu kirere yashyiriweho umukono i Nouakchott muri Mauritania, ku wa 23 Gashyantare 2022, 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.	After consideration of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Islamic Republic of Mauritania, signed at Nouakchott, Mauritania, on 23 February 2022; ADOPTS: <u>Article One:</u> Approval for ratification The Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Islamic Republic of Mauritania, signed at Nouakchott, Mauritania, on 23 February 2022, in annex, is approved for ratification. <u>Article 2:</u> Language provision This Law was drafted in French, considered and adopted in Ikinyarwanda.	Après examen de l'accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Islamique de Mauritanie, signé à Nouakchott, Mauritanie, le 23 février 2022; ADOPTÉ : <u>Article premier:</u> Approbation pour ratification L'accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Islamique de Mauritanie, signé à Nouakchott, Mauritanie le 23 février 2022, en annex, 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, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

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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° 021/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA ISILAMU YA MAURITANIE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NOUAKCHOTT MURI MAURITANIE, KU WA 23 GASHYANTARE 2022	ANNEX TO LAW N° 021/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF MAURITANIA, SIGNED AT NOUAKCHOTT, MAURITANIA, ON 23 FEBRUARY 2022	ANNEXE À LA LOI N° 021/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE ISLAMIQUE DE MAURITANIE, SIGNÉ À NOUAKCHOTT, EN MAURITANIE LE 23 FÉVRIER 2022
AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA YA ISILAMU YA MAURITANIE AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NOUAKCHOTT MURI MAURITANIE, KU WA 23 GASHYANTARE 2022	AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF MAURITANIA, SIGNED AT NOUAKCHOTT, MAURITANIA, ON 23 FEBRUARY 2022	ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE ISLAMIQUE DE MAURITANIE, SIGNÉ À NOUAKCHOTT, EN MAURITANIE LE 23 FÉVRIER 2022

ACCORD RELATIF AU TRANSPORT AERIEN

ENTRE

LE GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA

ET

LE GOUVERNEMENT DE LA REPUBLIQUE ISLAMIQUE DE MAURITANIE



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Annexe — Tableau de routes



Préambule

Le Gouvernement de la République du Rwanda et le Gouvernement de la République Islamique de Mauritanie (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;

Désireux de coopérer et de faciliter le développement des opportunités de transport aérien international entre leurs territoires respectifs et au-delà;

Reconnaissant que des services aériens internationaux efficaces et compétitifs favorisent le commerce, la satisfaction des besoins des consommateurs et la croissance économique; et

Désireux d'assurer le plus haut degré de sécurité et de sûreté aux services aériens internationaux et réaffirmant leur préoccupation face aux actes et menaces dirigés contre la sécurité des aéronefs, des personnes et des biens,

Sont convenus de ce qui suit

Article premier Définitions



Pour l'application du présent Accord, sauf stipulation contraire, le terme:

- a) « Accord » signifie le présent Accord, son (ses) Annexe(s) et leurs amendements éventuels ;
- b) « autorités aéronautiques » signifie, dans le cas de la République du Rwanda, le Ministre en charge de l'aviation civile ainsi que l'Office Rwandais de l'Aviation Civile et dans le cas de la République Islamique de Mauritanie, le Ministre en charge de l'Aviation Civile ainsi que; ou, dans les deux cas, toute autre autorité ou personne habilitée à remplir les fonctions actuellement exercées par lesdites autorités ;
- c) « capacité » est la quantité de services assurés en vertu de l'Accord, généralement mesurée en nombre de vols (fréquence), de sièges ou de tonnes de fret offerts sur un marché ou sur une route pendant une période donnée;
- a) « entreprise de transport aérien désignée » signifie une entreprise de transport aérien qui a été désignée et autorisée conformément à l'article 3 de l'Accord ;
- b) « Convention » signifie la Convention relative à l'aviation civile internationale ouverte à la signature à Chicago le 7 décembre 1944, y compris les Annexes adoptées en vertu de son article 90 et tout amendement desdites Annexes ou de la Convention en vertu des articles 90 et 94, dans la mesure où ces Annexes et amendements ont pris effet pour les deux Parties;
- a) « OACI » signifie l'Organisation de l'Aviation Civile Internationale;
- b) [« prix »] ou [« tarif »] signifie la contrepartie du transport aérien (et de tout autre mode de transport relié à ce dernier) de passagers, de bagages et/ou de marchandises (à l'exclusion du courrier) demandée par les entreprises de transport aérien ou par leurs agents, ainsi que les conditions imposées pour se prévaloir de
- h) « redevances d'usage » signifie les redevances imposées aux entreprises de transport aérien par les autorités compétentes, ou que celles-ci

permettent de leur imposer, pour la fourniture de biens ou d'installations aéroportuaires ou d'installations et services de navigation aérienne, y compris les services et installations connexes, pour les aéronefs, leurs équipages, les passagers et les marchandises ;

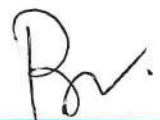
- i) « routes spécifiées » désigné les routes figurant au tableau des routes annexé au présent Accord ;
- a) « services agréés » signifie les services aériens réguliers de transport, distincts ou combinés, de passagers, de courrier et de fret, effectués moyennant rémunération sur les routes spécifiées;
- b) « territoire » « service aérien », « service aérien international » et « escale non commerciale » ont le sens que leur donnent respectivement les articles 2 et 96 de la Convention ;
- l) « transport aérien » signifie le transport public, par aéronef, de passagers, de bagages, de marchandises et de courrier, séparément ou en combinaison, contre rémunération ;
- m) « transport aérien intérieur » est le transport aérien dans lequel les passagers, les bagages, les marchandises et le courrier qui sont embarqués sur le territoire d'un Etat ont pour destination un autre point du territoire de ce même État ;
- a) « transport aérien intermodal » signifie le transport public, par aéronef et par un ou plusieurs modes de transport de surface, de passagers, de bagages, de marchandises et de courrier, séparément ou en combinaison, contre rémunération;
- 0) « le transport aérien international » est le transport aérien dans lequel les passagers, les bagages, les marchandises et le courrier qui sont embarqués sur le territoire d'un État ont pour destination un autre État




Article 2

Octroi De Droits

1. Chaque Partie Contractante accorde à l'autre Partie Contractante les droits ci-dessous spécifiés au présent Accord en vue d'exploiter des services aériens internationaux sur les routes spécifiées aux tableaux figurant à l'Annexe. Sous réserve des dispositions du présent Accord, l'entreprise désignée de chaque Partie Contractante jouira, dans l'exploitation des services aériens internationaux
 - a) du droit de survoler sans y atterrir, le territoire de l'autre Partie ;
 - b) du droit de faire des escales non commerciales sur ledit territoire ;
 - c) du droit d'embarquer et de débarquer sur ledit territoire, aux points spécifiés aux tableaux figurant à l'Annexe du présent Accord, des passagers des bagages, des marchandises et des envois postaux à destination ou en provenance de points situés sur le territoire de l'autre Partie.
2. Aucune disposition du présent Accord n'est censée conférer aux entreprises de transport aérien désignées d'une Partie, le droit d'embarquer contre rémunération, sur le territoire de l'autre Partie des passagers, des bagages, des marchandises ou des envois postaux à destination d'un autre point du territoire de cette autre Partie.
3. Si par suite d'un conflit armé, de troubles politiques ou de circonstances spéciales et inhabituelles, une entreprise désignée d'une Partie Contractante n'est pas à même d'exploiter un service sur ses routes normales, l'autre Partie Contractante s'efforcera de faciliter la poursuite de l'exploitation de ce service en rétablissant ces routes de façon appropriée, notamment en accordant pour cette période les droits nécessaires pour faciliter une exploitation viable.
4. L'exercice de droit de cinquième liberté par les compagnies aériennes désignées des Parties contractantes sur les points intermédiaires et au-delà devront être notifiés et approuvés par les autorités aéronautiques respectives.



Article 3

Désignation et autorisation

1. Chaque Partie a le droit de désigner par voie diplomatique et par écrit à l'autre Partie Contractante une ou plusieurs entreprises de transport aérien pour exploiter les services convenus en vertu du présent Accord ainsi que de retirer ou de modifier cette désignation.
2. Dès réception de cette désignation et de la demande de l'entreprise désignée, dans la forme et de la manière prescrites pour l'autorisation d'exploitation, l'autre Partie Contractante accorde l'autorisation d'exploitation appropriée dans les plus brefs délais, à condition que :
 - a) l'entreprise soit sous le contrôle réglementaire effectif de la Partie Contractante qui la désigne ;
 - b) la Partie Contractante qui a désigné l'entreprise se conforme aux dispositions de l'article 7 (Sécurité) et de l'article 8 (Sûreté de l'aviation) ;
 - c) l'entreprise désignée soit à même de respecter les autres conditions prescrites par les lois et la réglementation normalement appliquées à l'exploitation de services de transport aérien international par la Partie Contractante qui a reçu la désignation.
3. Dès réception de l'autorisation d'exploitation visée au paragraphe 2, l'entreprise désignée peut à tout moment commencer à exploiter les services convenus pour lesquels elle est ainsi désignée, pourvu qu'elle se conforme aux dispositions du présent Accord.



Article 4

Refus, révocation et limitation de l'autorisation

1. Les autorités aéronautiques de chaque Partie Contractante a le droit de refuser les autorisations prévues à l'article 3 (Désignation et autorisation) à l'égard d'une entreprise désignée par l'autre Partie Contractante et de révoquer et suspendre ces autorisations ou d'imposer des conditions, de façon temporaire ou permanente si ladite entreprise ne démontre pas qu'elle est en mesure de remplir les conditions prévues par l'article 3 du présent Accord
2. À moins que des mesures immédiates ne soient indispensables pour empêcher des infractions à la législation ou à la réglementation susmentionnées ou à moins que la sécurité ou la sûreté n'exige des mesures en vertu des dispositions des articles 7 (Sécurité) et 8 (Sûreté), les droits énoncés au paragraphe 1 ne seront exercés qu'après des consultations entre les autorités aéronautiques conformément à l'article 19 (Consultations) du présent Accord



Article 5

Application des lois et règlements

1. Les lois et règlements d'une Partie Contractante régissant l'entrée sur son territoire ou le départ de son territoire des aéronefs exploités dans les services aériens internationaux, ou l'exploitation et la navigation de ces aéronefs alors qu'ils se trouvent sur son territoire, s'appliquent aux aéronefs de l'entreprise désignée par chaque Partie Contractante.
2. Les lois et règlements d'une Partie Contractante relatifs à l'entrée et au séjour sur son territoire ainsi qu'au départ de son territoire de passagers, membres d'équipage et de marchandises, y compris le courrier, tels que ceux qui régissent l'immigration, la douane, les devises ainsi que la santé publique et la quarantaine, s'appliquent aux passagers, aux membres d'équipage, aux marchandises et au courrier acheminés par les aéronefs de l'entreprise désignée de chaque Partie lorsqu'ils se trouvent sur ledit territoire.
3. Aucune Partie Contractante n'accordera à sa propre entreprise ni à aucune autre une préférence par rapport à une entreprise désignée par l'autre Partie Contractante et exerçant des activités semblables de transport aérien international, dans l'application de sa réglementation relative à l'immigration, à la douane, à la quarantaine et aux autres domaines



Article 6**Reconnaissance des Certificats**

Les certificats de navigabilité, brevets d'aptitude et licences délivrés ou validés par une Partie Contractante et toujours en vigueur sont reconnus valables par chaque Partie aux fins de l'exploitation des services convenus.

Chaque Partie Contractante se réserve cependant le droit de ne pas reconnaître, pour le survol de son propre territoire et pour l'atterrissage sur son territoire, les brevets d'aptitude et les licences délivrés à ses propres ressortissants ou validés par l'autre Partie Contractante.

Si les privilèges ou les obligations attachés aux licences ou certificats délivrés ou validés par une Partie contractante laissent apparaître une différence avec les normes établies en application de la Convention, que cette différence ait été notifiée ou non à l'Organisation de l'Aviation Civile Internationale, l'autre Partie Contractante peut, sans préjudice des droits de la première Partie Contractante, demander des consultations conformément à l'article 19 du présent Accord, avec la première Partie contractante en vue d'assurer que la pratique remise en question est acceptable pour elle.

Article 7**Sécurité aérienne**

1. Chaque Partie Contractante peut à tout moment, demander des consultations au sujet des normes de sécurité adoptées par l'autre Partie Contractante dans des domaines qui se rapportent aux installations et services aéronautiques, aux équipages de conduite, aux aéronefs et à l'exploitation des aéronefs. Ces consultations auront lieu dans les trente (30) jours suivant la demande.
2. Si, à la suite de ces consultations, une Partie Contractante estime que l'autre Partie Contractante ne respecte pas ou n'applique pas effectivement, dans le domaine mentionné au paragraphe 1, des normes de sécurité au moins égales aux normes minimales en vigueur conformément à la Convention, elle informe l'autre Partie Contractante de ses conclusions et l'autre Partie Contractante adopte des mesures correctives en conséquences. Si l'autre Partie Contractante ne prend pas




des mesures dans un délai raisonnable et, en tout cas, dans les trente (30) 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 (Révocation ou Suspension d'une autorisation d'exploitation).

3. Nonobstant les obligations énoncées par l'article 33 de la Convention, il est convenu que tout aéronef exploité ou loué par le ou les transporteur(s) aérien(s) d'une Partie Contractante pour des services à destination ou en provenance du territoire de l'autre Partie Contractante peut, pendant son séjour sur ledit territoire, 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.

1. 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 conformément à la Convention, ou
 - b) des motifs sérieux de craindre des déficiences dans l'adoption et la mise en oeuvre effective de normes de sécurité en vigueur conformément à la Convention.

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

5. En cas de refus d'accès à un aéronef exploité par le ou les transporteur(s) aérien(s) d'une Partie Contractante aux fins de son inspection au sol conformément au paragraphe 3 ci-dessus, l'autre Partie Contractante a toute latitude 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

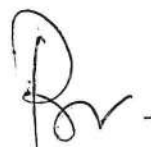
mentionnées au même paragraphe.

6. Chaque Partie Contractante se réserve le droit de suspendre ou de modifier immédiatement l'autorisation d'exploitation accordée à un ou plusieurs transporteur(s) aérien(s) 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 aérienne.
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.



Article 8**Sûreté de l'aviation**

1. Conformément à leurs droits et obligations en vertu du droit international, les Parties Contractantes ne réaffirment que leur obligation mutuelle de protéger l'aviation civile contre les actes d'intervention illicite, pour en assurer la sûreté, fait partie intégrante du présent Accord. Sans limiter la généralité de leurs droits et obligations en vertu du droit international, les Parties Contractantes agissent, en particulier, 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 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), signé à Montréal le 24 février 1988, ainsi que de tous autres conventions et protocoles relatifs à la sûreté de l'aviation civile auxquels les Parties adhèrent.
2. Les Parties Contractantes s'accordent mutuellement, sur demande, toute l'assistance nécessaire pour prévenir les actes de capture illicite d'aéronefs civils et autres actes illicites dirigés contre la sécurité de ces aéronefs, de leurs passagers et de leurs équipages, des aéroports et des installations et services de navigation aérienne, ainsi que toute autre menace pour la sûreté de l'aviation civile.
3. Les Parties Contractantes, dans leurs rapports mutuels, se conforment aux dispositions relatives à la sûreté de l'aviation qui ont été établies par l'Organisation de l'Aviation Civile Internationale et qui sont désignées comme Annexes à la Convention ; elles exigent des exploitants d'aéronefs immatriculés par elles, ou des exploitants d'aéronefs qui ont le siège principal de leur exploitation ou leur résidence permanente sur leur territoire, et des exploitants d'aéroports situés sur leur territoire, qu'ils se conforment à ces dispositions relatives à la sûreté de l'aviation.



4. Chaque Partie Contractante convient que ses exploitants d'aéronefs sont tenus d'observer les dispositions relatives à la sûreté de l'aviation dont il est question au paragraphe 3 que l'autre Partie Contractante prescrit pour l'entrée et le séjour sur son territoire et pour la sortie de son territoire. Chaque Partie Contractante veille à ce que des mesures adéquates soient appliquées effectivement sur son territoire pour protéger les aéronefs et pour assurer l'inspection des passagers, des équipages, des bagages à main, des bagages, du fret et des provisions de bord, avant et pendant l'embarquement ou le chargement. Chaque Partie Contractante examine aussi avec bienveillance toute demande que lui adresse l'autre Partie Contractante en vue d'obtenir que des mesures spéciales de sûreté raisonnables soient prises pour faire face à une menace particulière.
5. En cas d'incident ou de menace d'incident de capture illicite d'aéronefs civils ou d'autres actes illicites dirigés contre la sécurité de ces aéronefs, de leurs passagers et de leurs équipages, des aéroports ou des installations et services de navigation aérienne, les Parties Contractantes s'entraident en facilitant les communications et autres mesures appropriées, destinées à mettre fin avec rapidité et sécurité à cet incident ou à cette menace d'incident.
6. Si une Partie Contractantes a des motifs raisonnables de croire que l'autre Partie Contractante s'est écartée des dispositions du présent article, ses autorités aéronautiques peuvent demander des consultations. Ces consultations débiteront dans les quinze (15) jours de la réception de la demande. L'absence d'accord satisfaisant dans les quinze (15) jours suivant le début des consultations constituera un motif pour refuser, révoquer ou suspendre les autorisations de l'entreprise ou des entreprises désignées par l'autre Partie Contractante ou pour imposer des conditions à ces autorisations. Si une urgence le justifie, ou pour éviter que ne se poursuive la non-conformité aux dispositions du présent article, une Partie Contractante peut en tout temps prendre des mesures provisoires



Article 9

Principes régissant l'exploitation des services agréés

1. La ou les entreprises désignées de chaque Partie Contractante auront des possibilités équitables et égales d'exploiter des vols sur toute route convenue entre les territoires des deux Parties Contractantes.
1. Chaque Partie Contractante permet à l'entreprise désignée de l'autre Partie Contractante de déterminer la fréquence et la capacité du transport aérien international qu'elle offre en fonction de considérations commerciales du marché.
2. Chacune des Parties Contractante et la ou les entreprises désignées par elle prendront en considération les intérêts de l'autre Partie Contractante et ceux de la ou des entreprises désignées par celle-ci, afin de ne pas nuire indûment aux services assurés par lesdites entreprises.
3. Chaque Partie Contractante convient de prendre des mesures pour éliminer toutes les formes de discrimination ou de pratiques concurrentielles déloyales.



Article 10

Partage de codes et coopération

1. Pour exploiter ou offrir les services autorisés sur les routes convenues, toute entreprise désignée d'une Partie Contractante peut conclure des arrangements de commercialisation en coopération notamment en matière de réservation de capacité et de partage de codes avec :

- a) une ou plusieurs entreprises de l'une ou l'autre Partie Contractante;
- a) une ou plusieurs entreprises d'un pays tiers ;

Sous réserve que toutes les entreprises qui concluent ces arrangements détiennent les autorisations appropriées et répondent aux conditions normalement appliquées à ces arrangements.

Les arrangements relatifs au partage de code entre les entreprises désignées par chacune des Parties Contractantes et celles d'un pays tiers, sont soumis à l'approbation des autorités aéronautiques des deux Parties Contractantes.

2. Les Parties Contractantes conviennent de prendre les mesures nécessaires pour faire en sorte que les consommateurs soient pleinement informés et protégés en ce qui concerne les vols en partage de code exploités en direction ou en provenance de leur territoire et que, les renseignements nécessaires soient fournis aux passagers comme suit :

- a) oralement et, si possible, par écrit au moment de la réservation ;
- b) par écrit, sur le billet lui-même ou sur tout autre document remplaçant le billet, comme une confirmation écrite, y compris des renseignements sur la personne à contacter en cas de problème ainsi qu'une indication claire de responsable en cas de dommage ou d'accident ;
- c) oralement à nouveau, par le personnel au sol de l'entreprise à toutes les étapes du voyage.




Article 11

Location d'aéronefs

Les entreprises désignées de chaque Partie Contractante peuvent exploiter les services visés par le présent Accord au moyen d'aéronefs loués qui répondent aux conditions applicables de sécurité et de sûreté.



Article 12

Approbation des programmes de vols

L'entreprise désignée de chaque Partie Contractante soumettra pour approbation aux autorités aéronautiques de l'autre Partie Contractante le programme de vols qu'elle envisage au moins trente (30) jours avant que les services convenus ne soient assurés. Elle fera de même pour toute modification de ce programme.

Dans le cas de vols supplémentaires que l'entreprise désignée d'une Partie souhaite assurer sur les services convenus en dehors de l'horaire approuvé, cette entreprise demandera l'autorisation préalable des autorités aéronautiques de l'autre Partie Contractante. Ces demandes seront normalement soumises au moins deux (2) jours ouvrables avant l'exécution des vols.

Article 13

Statistiques

Les autorités aéronautiques des deux Parties Contractantes se communiquent mutuellement, sur demande, des statistiques périodiques ou d'autres renseignements similaires relatifs au trafic acheminé sur les services convenus par leurs entreprises.

Ces renseignements comprendront toutes les données requises pour la détermination de l'importance du trafic réalisé.

Article 14

Tarifs

Les tarifs sur les services visés par le présent Accord sont établis par la ou les entreprises désignées à des taux raisonnables, compte dûment tenu de tous les éléments d'appréciation, notamment des intérêts des usagers, du coût d'exploitation, des caractéristiques du service, d'un bénéfice raisonnable et d'autres considérations commerciales relatives au marché. Il ne sera pas exigé que les tarifs demandés par les entreprises soient approuvés par l'une ou l'autre des Parties Contractantes.

Chaque Partie Contractante peut exiger la notification ou le dépôt des tarifs que la ou les entreprises désignées proposent d'appliquer pour le transport à destination ou en provenance de son territoire.

Les Parties Contractantes conviennent d'accorder une attention particulière aux tarifs qui pourraient être inadmissibles parce qu'ils paraissent excessivement discriminatoires, indûment élevés ou restrictifs en raison de l'abus d'une position dominante, artificiellement bas en raison de subventions ou d'un appui directs ou indirects.

Article 15

Redevances d'usage

Chaque Partie contractante s'assure que les redevances réclamées ou qui peuvent être perçues par les autorités compétentes, auprès de l'entreprise de transport aérien désignée de l'autre Partie contractante, sont justes,

raisonnables et non discriminatoires. Ces redevances doivent être basées sur des principes de saine économie.

Aucune des deux Parties n'imposera ou ne permettra que soient imposées aux entreprises désignées par l'autre Partie Contractante des redevances d'usage plus élevées que celles qui sont imposées à ses propres entreprises exploitant des services internationaux similaires.

Les aéroports, les voies aériennes, les services de contrôle de la circulation aérienne et de navigation aérienne, la sûreté de l'aviation et les autres installations et services connexes qui sont fournis sur le territoire d'une Partie Contractante seront mis à la disposition des entreprises de l'autre Partie Contractante à des conditions qui ne seront pas moins favorables que celles offertes à toute entreprise assurant des services aériens internationaux similaires au moment où sont conclues les modalités de leur utilisation.

Article 16

Droits de douane

Chaque Partie Contractante exempte sur une base de réciprocité l'entreprise désignée par l'autre Partie Contractante, des droits de douane, taxes d'accise, frais de visite et autres droits nationaux sur les aéronefs, le carburant, les huiles lubrifiantes, les fournitures à usage technique consommables, les pièces de rechange y compris les moteurs, l'équipement ordinaire des aéronefs, les provisions de bord et autres articles destinés à l'utilisation ou utilisés dans le cadre de l'exploitation ou l'entretien courant des aéronefs à condition que ces équipements et approvisionnements demeurent à bord des aéronefs jusqu'à leur réexportation.

Les exemptions accordées par le présent article s'appliquent aux articles visés au paragraphe 1:

qu'ils soient ou non utilisés ou consommés entièrement sur le territoire de la Partie qui accorde l'exemption, pourvu qu'il n'y ait pas de cession de la propriété de ces articles sur le territoire de ladite Partie.

L'équipement de bord ordinaire ainsi que les matériaux et fournitures normalement conservés à bord des aéronefs d'une entreprise désignée de l'une ou l'autre Partie Contractante ne peuvent être déchargés sur le territoire de l'autre Partie Contractante qu'avec l'approbation des autorités douanières de ce territoire. En pareil cas, ils peuvent être placés sous la supervision desdites autorités jusqu'au moment où ils seront réexportés ou jusqu'à ce qu'il en soit autrement disposé en conformité avec la réglementation douanière.

Les exonérations prévues au présent article sont également accordées lorsque le ou les transporteur(s) aérien(s) désigne(s) d'une Partie Contractante ont conclu avec un autre transporteur aérien bénéficiant des mêmes exonérations de la part de l'autre Partie Contractante des contrats en vue du prêt ou du transfert sur le territoire de l'autre Partie Contractante des produits mentionnés au paragraphe 1 du présent article.

Chaque Partie contractante accorde, sur la base de la réciprocité, aux entreprises de transport aérien désignées de l'autre Partie contractante

l'exemption de toute forme d'impôt sur les revenus ou profits que lesdites entreprises tirent sur le territoire de la première Partie contractante de l'exploitation de services aériens. Au cas où les exemptions d'impôts sont régies par un accord particulier entre les deux Parties contractantes, ledit accord s'applique.

Article 17

Activités commerciales

Chaque Partie Contractante accorde aux entreprises de l'autre Partie Contractante le droit de vendre et de commercialiser sur son territoire les produits des services aériens internationaux et services apparentés (directement ou par le biais d'agents ou d'autres intermédiaires choisis par l'entreprise), y compris le droit d'établir des bureaux sur réseau et hors réseau.

Chaque entreprise aura le droit de vendre des services de transport dans la monnaie de ce territoire ou, si elle le juge bon, en devises librement convertibles d'autres pays, et toute personne sera libre d'acheter ces services de transport en devises acceptées par l'entreprise.

La ou les entreprises désignées d'une Partie Contractante seront autorisées, sur une base de réciprocité, à faire entrer et à maintenir sur le territoire de l'autre Partie Contractante leurs représentants et leur personnel commercial, opérationnel et technique nécessaires dans le cadre de l'exploitation des services convenus.

Les représentants et le personnel seront soumis aux lois et règlements en vigueur de l'autre Partie Contractante, dans le cadre desquels chaque Partie Contractante, sur une base de réciprocité et avec le délai minimal, accordera aux représentants et au personnel prévus au paragraphe 1 les autorisations d'emploi, visas de visiteur et autres documents similaires nécessaires.

Chaque Partie Contractante autorisera les entreprises désignées de l'autre Partie Contractante à recourir aux services et au personnel de toute autre organisation, société ou entreprise exerçant des activités sur son territoire et autorisée à assurer de tels services.

Article 18

Conversion des devises et transfert des recettes

Chaque Partie Contractante autorise la ou les entreprises de l'autre Partie Contractante à convertir et transférer à l'étranger, dans le pays de leur choix, toutes les recettes locales provenant de la vente de services de transport aérien et d'activités connexes directement liées au transport aérien qui dépassent les sommes dépensées localement, cette conversion et ce transfert étant autorisés rapidement, sans restriction, discrimination ni taxes y afférentes excepté celles définies par les banques au titre de telles opérations, au taux de change applicable à la date de conversion et de transfert.




Si les transactions entre les Parties Contractantes sont réglées par un accord spécial, celui-ci sera applicable.

Article 19

Consultations

Chacune des Parties Contractantes peut, à tout moment, demander des consultations relatives à l'interprétation, l'application, la mise en œuvre ou l'amendement du présent Accord et de ses Annexes.

Ces consultations commenceront dans les trente (30) jours à compter de la date de réception de la demande, à moins que les Parties Contractantes n'en conviennent autrement.

Article 20

Règlement des différends

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.

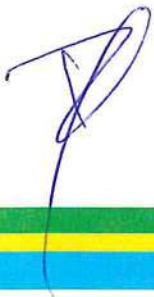
Si les Parties Contractantes ne parviennent pas à un règlement par des consultations, le différend pourra, à la demande de l'une ou l'autre des Parties Contractantes, être soumis à un arbitrage conformément à la procédure ci-après.

L'arbitrage sera confié à un tribunal de trois arbitres, un arbitre étant nommé par chaque Partie Contractante et les deux arbitres ainsi choisis s'entendant pour choisir le troisième, qui n'aura la nationalité d'aucune des deux Parties Contractantes. Chaque Partie Contractante désigne un arbitre dans les soixante (60) jours suivant la réception par une des Parties d'une note diplomatique de l'autre Partie Contractante demandant l'arbitrage du différend. L'entente sur le choix du troisième arbitre intervient dans un nouveau délai de soixante (60) jours. Si l'une des Parties Contractantes ne parvient pas à désigner son propre arbitre dans le délai indiqué ou à défaut les deux arbitres ne conviennent pas du choix du troisième arbitre, l'une ou l'autre Partie Contractante pourra demander au Président du Conseil de l'OACI de procéder aux différentes désignations.

Sauf convention contraire, le tribunal d'arbitrage détermine les limites de sa compétence suivant le présent Accord et établit sa propre procédure.

Chaque Partie Contractante donne intégralement effet à toute décision ou arbitrage du tribunal.

Chaque Partie Contractante supporte les frais de l'arbitre nommé par elle. Les autres frais du tribunal sont également répartis entre les Parties.




Article 21

Amendements

L'une ou l'autre des Parties Contractantes peut à tout moment demander des consultations aux fins d'amender le présent Accord. Ces consultations commenceront dans les soixante (60) jours à compter de la réception de cette demande.

Tout amendement entrera en vigueur lorsqu'il aura été confirmé par un échange de notes diplomatiques.

Tout amendement de l'Annexe du présent Accord pourra être fait par échanges de correspondances entre les autorités aéronautiques des Parties Contractantes.

Article 22

Accords multilatéraux

Si un accord multilatéral concernant le transport aérien entre en vigueur à l'égard des deux Parties Contractantes, le présent Accord sera amendé de façon qu'il soit conforme aux dispositions de cet accord multilatéral.

Article 23

Dénonciation

Chaque Partie Contractante peut à tout moment notifier à l'autre Partie Contractante, par écrit et par la voie diplomatique, sa décision de dénoncer le présent Accord. Cette notification sera communiquée simultanément à l'OACI. L'Accord prendra fin douze mois après la date de réception de la notification par l'autre Partie Contractante, sauf si ladite notification est retirée par accord mutuel avant l'expiration de cette période.

À défaut d'accusé de réception de la part de l'autre Partie Contractante, la notification sera réputée lui être parvenue quatorze (14) jours après la date de sa réception par l'OACI.

Article 24

Enregistrement auprès de l'OACI

Le présent Accord, et tout amendement qui pourra y être apporté, sera enregistré dès son entrée en vigueur auprès de l'Organisation de l'Aviation Civile Internationale.

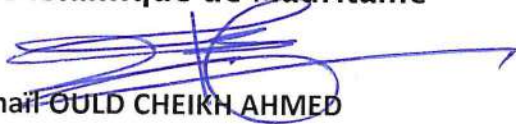
Article 25

Entrée en vigueur

Le présent Accord entrera en vigueur après que les deux Parties Contractantes se seront mutuellement informées de l'accomplissement de leurs procédures constitutionnelles pour l'entrée en vigueur de cet Accord. En foi de quoi, les soussignés, dûment autorisés par leurs Gouvernements respectifs ont signé le présent Accord.

Fait à Nouakchott, le 23 février 2022

Pour le Gouvernement de la
République Islamique de Mauritanie


S.E Ismail OULD CHEIKH AHMED

Ministre des Affaires Etrangères
de la Coopération et des Mauritaniens
de l'Extérieur

Pour le Gouvernement de la
République du Rwanda


S.E Vincent BIRUTA

Ministre des Affaires Etrangères
Et de la Coopération Internationale

ANNEXE

TABLEAU DE ROUTES

Les entreprises de chaque Partie Contractante désignées au titre de la présente Annexe auront le droit d'assurer le transport aérien entre des points des routes suivantes:

Routes exploitées par la ou (les) entreprise (s) désignée(s) de la République du Rwanda:

Point au départ	Points intermédiaires	Points au Mauritanie	Points au-delà
Tous points au Rwanda	Tous points	Tous points	Tous points

Routes exploitées par la ou (les) entreprise(s) désignée(s) de la République Islamique de Mauritanie:

Point au départ	Points intermédiaires	Points au Rwanda	Points au-delà
Tous points au Mauritanie	Tous points	Tous points	Tous points




Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 021/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Isilamu ya Mauritanie ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Nouakchott muri Mauritanie, ku wa 23 Gashyantare 2022	Seen to be annexed to Law n° 021/2024 of 26/01/2024 approving ratification of the Air Transport Agreement between the Government of the Republic of Rwanda and the Government of the Islamic Republic of Mauritania, signed at Nouakchott, Mauritania, on 23 February 2022	Vu pour être annexé à la Loi n° 021/2024 du 26/01/2024 portant approbation de ratification l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Islamique de Mauritanie, signé à Nouakchott, en Mauritanie, le 23 février 2022
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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

ITEGEKO N° 022/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA NEW ZEALAND NA GUVERINOMA YA REPUBULIKA Y’U RWANDA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23 MATA 2022 <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° 022/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 23 APRIL 2022 <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° 022/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA NOUVELLE-ZÉLANDE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, RWANDA, LE 23 AVRIL 2022 <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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ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Mata 2022; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano hagati ya Guverinoma ya New Zealand na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Mata 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. <u>Ingingo ya 3:</u> Gutangira gukurikizwa Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	Zealand and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 23 April 2022; ADOPTS: <u>Article One:</u> Approval for ratification The Air Services Agreement between the Government of New Zealand and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 23 April 2022, in Annex, is approved for ratification. <u>Article 2:</u> Language provision This Law was drafted in English, considered and adopted in Ikinyarwanda. <u>Article 3:</u> Entry into force This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	Zélande et le Gouvernement de la République du Rwanda, signé à Kigali, Rwanda, le 23 avril 2022 ; ADOPTE: <u>Article premier:</u> Approbation pour ratification L'accord sur les services aériens entre le Gouvernement de la Nouvelle-Zélande et le Gouvernement de la République du Rwanda, signé à Kigali, Rwanda, le 23 avril 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. <u>Article 3:</u> Entrée en vigueur La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

UMUGEREKA W'ITEGEKO N° 022/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA NEW ZEALAND NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23 MATA 2022	ANNEX TO LAW N° 022/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 23 APRIL 2022	ANNEXE À LA LOI N° 022/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA NOUVELLE-ZÉLANDE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 23 AVRIL 2022
AMASEZERANO HAGATI YA GUVERINOMA YA NEW ZEALAND NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23 MATA 2022	AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 23 APRIL 2022	ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA NOUVELLE-ZÉLANDE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 23 AVRIL 2022

Air Services Agreement

between

the Government of New Zealand

and

the Government of the Republic of Rwanda

**Air Services Agreement between the Government of New Zealand
and the Government of the Republic of Rwanda**

The Government of New Zealand and the Government of the Republic of Rwanda (hereinafter, "the Parties");

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 transport opportunities;

Recognising that efficient 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, and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

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

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

Have agreed as follows:

Article 1

Definitions

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

(a) "aeronautical authorities" means, in the case of New Zealand, the Minister responsible for Civil Aviation, and, in the case of the Republic of Rwanda the Ministry responsible for Civil Aviation or, in both cases, any person or agency authorised to perform any functions at present exercisable by the above-mentioned authority;

(b) "Agreement" means this Agreement, its Annexes, and any amendments thereto;

(c) "air transport" means the public carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, for remuneration or hire;

(d) "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;

(e) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:

(i) any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Parties, and

(ii) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is simultaneously in effect for both Parties;

(f) "designated airline" means an airline designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;

(g) "ICAO" means the International Civil Aviation Organization;

(h) "international air transport" means air transport that passes through the airspace over the territory of more than one State;

(i) "price" means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transport charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

(j) "scheduled" means a series of flights performed by aircraft for the transport of passengers, cargo and mail between two or more points, where the flights are so regular or frequent as to constitute a systematic service, whether or not in accordance with a published timetable, and which are operated in such a manner that each flight is open to use by members of the public;

(k) "territory" has the meaning assigned to it in Article 2 of the Convention, provided that, in the case of New Zealand, the term "territory" shall exclude Tokelau.

Article 2

Grant of Rights

(1) Each Party grants to the other Party the following rights for the conduct of international air transport by the airlines of the other Party:

(a) the right to fly across its territory without landing;

(b) the right to make stops in its territory for non-traffic purposes; and

(c) the rights otherwise specified in this Agreement.

(2) Nothing in this Article shall be deemed to confer, on the airline or airlines of one Party, the rights to take on board, in the territory of the other Party, passengers, their baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Party.

Article 3

Designation and Authorisation

(1) Each Party shall have the right to designate as many airlines as it wishes to conduct international air transport in accordance with this Agreement and to withdraw or alter such designations. Such designations shall be transmitted to the aeronautical authority of the other Party in writing and shall identify whether the airline is authorised to conduct the type of international air transport specified in Annex I or in Annex II or in both.

(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 Party shall grant appropriate authorisations and permissions with minimal procedural delay, provided that:

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

(b) effective regulatory control of that airline is vested in the Party designating the airline;

(c) the airline is qualified to meet the conditions prescribed under the laws, regulations and rules normally applied to the operation of international air transport by the Party considering the application or applications; and

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

Article 4

Revocation of Authorisation

(1) Either Party may refuse, revoke, suspend or limit the operating authorisations or technical permissions of an airline designated by the other Party where:

(a) that airline is not incorporated or does not have its principal place of business in the territory of the Party designating the airline; or

(b) effective regulatory control of that airline is not vested in the Party designating the airline; or

(c) that airline has failed to comply with the laws, regulations and rules referred to in Article 5 (Application of Laws, Regulations and Rules) of this Agreement; or

(d) the other Party is not maintaining and administering the standards set forth in Article 6 (Safety) and Article 7 (Aviation Security) of this Agreement.

(2) Unless immediate action is essential to prevent further noncompliance with subparagraphs (1)(c) or (1)(d) of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

Article 5

Application of Laws, Regulations and Rules

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

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

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

(4) Passengers, baggage and cargo in direct transit through the territory of either Party, and not leaving the area of the airport reserved for such purpose, shall not undergo any examination except for reasons of aviation security, narcotics control, biosecurity, detection of illegal immigration, detection of prohibited items or in special circumstances. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 6

Safety

(1) Each Party shall recognise as valid, for the purpose of operating the international air transport provided for in this Agreement, certificates of airworthiness, certificates of competency, and licences issued or validated by the other Party and still in force, provided that the requirements for such certificates or licences at least equal the minimum standards that may be established pursuant to the Convention. Each Party may, however, refuse to recognise as valid for the purpose of flight above its own territory, certificates of competency and licences granted to or validated for its own nationals by the other Party.

(2) If the privileges or conditions of the licences or certificates referred to in paragraph (1) of this Article, issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the

minimum standards established under the Convention, and which difference has been filed with ICAO, the other Party may request consultations between the aeronautical authorities in conformity with Article 12 (Consultations) of this Agreement with a view to clarifying the practice in question.

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

(4) If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph (3) of this Article that meet the standards established at that time pursuant to the Convention, the other Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO standards. The other Party shall then take appropriate corrective action within an agreed time period.

(5) Pursuant to Article 16 of the Convention, it is further agreed that any aircraft performing international air transport by or on behalf of an airline of one Party, to or from the territory of another Party, may, while within the territory of the other Party, be the subject of a search (in this Article called "ramp inspection") by the authorised representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this ramp inspection 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.

(6) If any such ramp inspection or series of ramp inspections give rise to:

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

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

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

(8) Any action by one Party in accordance with paragraph (7) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

(9) With reference to paragraph (4) of this Article, if it is determined that one Party remains in non-compliance with ICAO standards when the agreed time period has elapsed, the Secretary General of ICAO should be advised

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

Article 7

Aviation Security

(1) In accordance with their rights and obligations under international law, the Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, done at Tokyo on September 14, 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, done at The Hague on December 16, 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, done at Montreal on September 23, 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, and any other multilateral agreement governing civil aviation security binding upon the Parties.

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

(3) The Parties shall, in their mutual relations, act in conformity with the aviation security provisions and appropriate recommended practices established by ICAO and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory act in conformity with such aviation security provisions.

(4) Each Party agrees that such operators of aircraft may be required to observe the security provisions required by the other Party for entry into, for departure from, and while within the territory of that other Party. Each Party shall ensure that adequate measures are effectively applied within its territory to protect aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Party shall also give positive consideration to any request from the other Party for reasonable special security measures to meet a particular threat.

(5) Each Party shall also give sympathetic consideration to a request from the other Party to enter into reciprocal administrative arrangements whereby the aeronautical authorities of one Party could make in the territory of the other Party their own assessment of the security measures being carried out by aircraft operators in respect of flights destined for the territory of the Party making such a request.

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

(7) Each Party shall take such measures as it may find practicable to ensure that an aircraft of the other Party which is subjected to an act of unlawful seizure or other acts of unlawful interference and which lands in its territory is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

(8) When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement on the issues involved 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 of that Party. When required to do so by an emergency, or to prevent further non-compliance with the provisions of this Article, a Party may take interim action prior to the expiry of fifteen (15) days.

Article 8

Commercial Opportunities

(1) The airlines of each Party shall have the right to establish offices in the territory of the other Party for the promotion and sale of air transport.

(2) The airlines of each Party shall be entitled, in accordance with the laws and regulations of the other Party relating to entry, residence, and employment, to bring in and maintain in the territory of the other Party

managerial, sales, technical, operational, and other specialist staff required for the provision of air transport.

(3) Any airline of either Party may engage in the sale of air transport in the territory of the other Party directly and, at the airline's discretion, through its agents. Each airline shall have the right to sell such transport and any person shall be free to purchase such transport, in the currency of that territory or in freely convertible currencies.

(4) Each airline shall have the right to convert and remit abroad, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance.

(5) The airlines of each Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Party in local currency. At their discretion, the airlines of each Party may pay for such expenses in the territory of the other Party in freely convertible currencies according to local currency regulation.

(6) In operating or holding out international air transport pursuant to this Agreement, any designated airline may enter into cooperative arrangements, including but not limited to code-sharing, with any other airline, including airlines of third countries, provided that all airlines in such arrangements hold the appropriate authority and meet the requirements normally applied to such arrangements.

(7) In addition to the rights granted in paragraph (6) of this Article, the designated airlines of each Party may, in operating or holding out

international air transport pursuant to this Agreement, use aircraft (or aircraft and crew) leased from any company, including other airlines, provided all participants in such arrangements hold the appropriate authority and meet the requirements applied to such arrangements.

(8) Each designated airline shall have the right to perform its own ground-handling in the territory of the other Party ("self-handling") or, at its option, select among competing agents for such services in whole or in part. The rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground-handling services shall be available on an equal basis to all airlines, and shall be comparable to the kind and quality of services which would be available if self-handling were possible.

(9) Notwithstanding any other provision of this Agreement, airlines and indirect providers of transport for passengers and cargo of the Parties shall be permitted, without restriction, to employ in connection with international air transport any surface transport for passengers and cargo to or from any points in the territories of the Parties or in third countries, including transport to and from all airports with border processing capabilities and facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Access to airport border processing capabilities and facilities shall be provided for such passengers and cargo, whether moving by surface or by air. Airlines may elect to perform their own surface transport or to provide it through arrangements with other surface carriers, including surface transport operated by other airlines and indirect providers of transport for passengers and cargo. Such intermodal services for passengers and cargo may be offered at a single, through price for the air and surface transport combined, provided that transporters are not misled as to the facts concerning such transport.

Article 9

Customs Duties and Charges

(1) Each Party shall on the basis of reciprocity exempt a designated airline of the other Party to the fullest extent possible under its national law from 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 but not limited to such items of food, beverages and liquor, tobacco and other products destined for sale or to be used solely in connection with the operation or servicing of aircraft) and other items, such as printed ticket stock and air waybills, distributed free of charge by that designated airline, intended for use or used solely in connection with the operation or servicing of aircraft operating the agreed services.

(2) The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article:

- (a) introduced into the territory of the Party by or on behalf of the designated airline of the other Party;
- (b) retained on board aircraft of the designated airline of one Party upon arrival in or leaving the territory of the other Party; or
- (c) taken on board aircraft of the designated airline of one Party in the territory of the other Party and intended for use in operating the agreed services; whether or not such items are used or consumed wholly within the territory of the Party granting the exemption, provided the ownership of such items is not transferred in the territory of the said Party.

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

(4) The exemptions provided for by this Article shall also be available in situations where the designated airlines of either Party have entered into arrangements with another airline or airlines, for the loan or transfer in the territory of the other Party, of the regular equipment and the other items referred to in paragraph (1) of this Article, provided that such other airline or airlines similarly enjoy such exemptions from that other Party.

Article 10

Fair Competition

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

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

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

(4) Neither Party shall require the filing of schedules by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph (2) of this Article or as may be specifically authorised in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimise the administrative burdens on air transport intermediaries and on designated airlines of the other Party of such filing requirements and procedures.

Article 11

Pricing

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

- (a) prevention of unreasonably discriminatory prices or practices;
- (b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
- (c) protection of airlines from prices that are artificially low due to direct or indirect government subsidy or support.

Article 12

Consultations

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than sixty (60) days from the date the other Party receives the request unless otherwise agreed.

Article 13

Amendment

(1) This Agreement may be amended by written agreement of the Parties.

(2) Any amendments so agreed shall enter into force when the Parties have notified each other in writing that their respective requirements for the entry into force of an amendment or revision have been met.

Article 14

Settlement of Disputes

(1) Any dispute arising under this Agreement that is not resolved by a first round of formal consultations may be referred by agreement of the Parties to some person or body for decision. If the Parties do not so agree, the dispute shall, at the request of either Party, be submitted to arbitration in accordance with the procedures set forth below.

(2) Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

(a) Within thirty (30) days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within sixty (60) days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;

(b) If either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph (a) of this paragraph,

either Party may request the President of the ICAO Council to appoint the necessary arbitrator or arbitrators within thirty (30) days. If the President of the Council is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment. In the event the President of the Council or the senior most qualified Vice President appoints the third arbitrator, that third arbitrator shall not be a national of either of the Parties.

(3) Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedural rules. The arbitral tribunal, once formed, may recommend interim relief measures pending its final determination. At the direction of the arbitral tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than fifteen (15) days after the arbitral tribunal is fully constituted.

(4) Except as otherwise agreed or as directed by the arbitral tribunal, each Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Replies shall be due sixty (60) days later. The arbitral tribunal shall hold a hearing at the request of either Party or on its own initiative within fifteen (15) days after replies are due.

(5) The arbitral tribunal shall attempt to render a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, after the date both replies are submitted. The decision of the majority of the arbitral tribunal shall prevail.

(6) The Parties may submit requests for clarification of the decision within fifteen (15) days after it is rendered and any clarification given shall be issued within fifteen (15) days of such request.

(7) Each Party shall, to the degree consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

(8) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the ICAO Council in connection with the procedures of subparagraph (2)(b) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

Article 15

Termination

(1) Either Party may, at any time, give notice in writing to the other Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the Secretary General of ICAO. This Agreement shall terminate at midnight (at the place of receipt of the notice to the other Party) immediately before the first anniversary of the date of receipt of such notice by the other Party, unless the notice is withdrawn before then by agreement of the Parties.

(2) In the absence of acknowledgement of the receipt of a notice of termination by the other Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the Secretary General of ICAO.

Article 16

Registration with ICAO

(1) This Agreement and all amendments thereto shall be registered with ICAO.

(2) In the event of the conclusion of any general multilateral convention or agreement concerning air transport by which both Parties become bound, the present Agreement shall be amended so as to conform with the provisions of such convention or agreement.

Article 17

Entry into Force

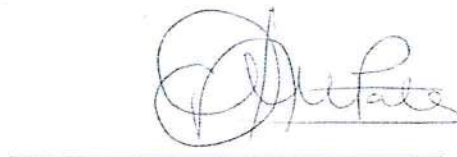
This Agreement and its Annexes shall enter into force on the date of signature.

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

DONE at KIGALI this day of 23rd, April 2022 in duplicate,
in the English language.

For the Government of
New Zealand

For the Government of the
Republic of Rwanda



ANNEX I

Scheduled International Air Transport

Section 1

Routes

Airlines of each Party designated pursuant to this Agreement to operate under this Annex shall, in accordance with the terms of their designation, be entitled to perform scheduled international air transport, as follows:

A. Routes for the airline or airlines designated by the Government of New Zealand

1. From points behind New Zealand via New Zealand and intermediate points to a point or points in the Republic of Rwanda and beyond.
2. For all cargo services, between the Republic of Rwanda and any point or points.

B. Routes for the airline or airlines designated by the Government of the Republic of Rwanda

1. From points behind the Republic of Rwanda via the Republic of Rwanda and intermediate points to a point or points in New Zealand and beyond.
2. For all cargo services, between New Zealand and any point or points.

Section 2

Operational Flexibility

The designated airlines of each Party may, on any or all flights and at the option of each airline:

1. Operate flights in either or both directions;
2. Combine different flight numbers within one aircraft operation;
3. Serve behind, intermediate, and beyond points and points in the territories of the Parties on the routes in any combination and in any order;
4. Omit stops at any point or points;
5. Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes; and
6. Serve points behind any point 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;

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

Section 3

Change of Gauge

On any segment or segments of the routes above, any designated airline may perform international air transport without any limitation as to change, at any point on the route, in type or number of aircraft operated provided that, with the exception of all-cargo services, in the outbound direction, transport beyond such point, is a continuation of transport from the territory of the Party that has designated the airline and, in the inbound direction, transport to the territory of the Party that has designated the airline is a continuation of transport from beyond such point.

ANNEX II

Non-Scheduled International Air Transport

(1) Airlines of each Party designated pursuant to this Agreement to operate under this Annex shall have the right to operate non-scheduled international air transport over the routes specified and in accordance with the rights granted for scheduled services in this Agreement.

(2) Each Party shall extend favourable consideration to applications by airlines of the other Party to carry traffic not covered by this Annex on the basis of comity and reciprocity.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 022/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya New Zealand na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Mata 2022	Seen to be annexed to Law n° 022/2024 of 26/01/2024 approving ratification of the Air Services Agreement between the Government of New Zealand and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 23 April 2022	Vu pour être annexé à Loi n° 022/2024 du 26/01/2024 portant approbation de ratification de l'Accord sur les services aériens entre le Gouvernement de la Nouvelle-Zélande et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 23 avril 2022
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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

ITEGEKO N° 023/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA SAINT LUCIA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 KAMENA 2022 <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° 023/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF SAINT LUCIA, SIGNED AT KIGALI, RWANDA, ON 26 JUNE 2022 <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° 023/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE SAINTE-LUCIE, SIGNÉ À KIGALI, RWANDA, LE 26 JUIN 2022 <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° 023/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA SAINT LUCIA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 KAMENA 2022 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 19 Ukuboza 2023; Ishingiye ku Itegeko Nshinga rya Repubulika y’u Rwanda, cyane cyane mu ngingo zaryo iya 64 n’iya 168;	LAW N° 023/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF SAINT LUCIA, SIGNED AT KIGALI, RWANDA, ON 26 JUNE 2022 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 19 December 2023; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168;	LOI N° 023/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE SAINTE-LUCIE, SIGNÉ À KIGALI, RWANDA, LE 26 JUIN 2022 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 19 décembre 2023; Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168 ;
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Imaze gusuzuma amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Saint Lucia ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 Kamena 2022; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Saint Lucia ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 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. <u>Ingingo ya 3:</u> Gutangira gukurikizwa Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	After consideration of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of Saint Lucia, signed at Kigali, Rwanda, on 26 June 2022; ADOPTS: <u>Article One:</u> Approval for ratification The Air Services Agreement between the Government of the Republic of Rwanda and the Government of Saint Lucia, signed at Kigali, Rwanda, on 26 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. <u>Article 3:</u> Entry into force This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	Après examen de l'accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de Sainte-Lucie, signé à Kigali, Rwanda, le 26 juin 2022 ; ADOpte : <u>Article premier:</u> Approbation pour ratification L'accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de Sainte-Lucie, signé à Kigali, Rwanda, le 26 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. <u>Article 3:</u> Entrée en vigueur La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

UMUGEREKA W'ITEGEKO N° 023/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA SAINT LUCIA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 KAMENA 2022	ANNEX TO LAW N° 023/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF SAINT LUCIA, SIGNED AT KIGALI, RWANDA, ON 26 JUNE 2022	ANNEXE À LA LOI N° 023/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE SAINTE-LUCIE, SIGNÉ À KIGALI, AU RWANDA, LE 26 JUIN 2022
AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA SAINT LUCIA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 KAMENA 2022	AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF SAINT LUCIA, SIGNED AT KIGALI, RWANDA, ON 26 JUNE 2022	ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE SAINTE-LUCIE, SIGNÉ À KIGALI, AU RWANDA, LE 26 JUIN 2022

AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF SAINT LUCIA

The Government of the Republic of Rwanda ("Rwanda") and the Government of Saint Lucia ("Saint Lucia"), hereinafter referred to as "Parties";

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

Desiring to contribute to the progress of international civil aviation;

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

Have agreed as follows:

ARTICLE 1

Definitions

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

- a) "aeronautical authority" means, in the case of the Republic of Rwanda, Rwanda Civil Aviation Authority or the Ministry in charge of civil aviation; and in the case of Saint Lucia, the Minister responsible for Civil Aviation; or in both cases any other authority or person empowered to perform the functions exercised by the said authorities;
- b) "Agreement" means this Agreement, any annex to it, and any amendments thereto;
- c) "capacity" means the amount(s) of services provided under the Agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
- d) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention, and any amendment of the Annexes or Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;
- e) "designated airline" means an airline which has been designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;
- f) "price" means any fare, rate or charge for the carriage of passengers, baggage and/or cargo, excluding mail, in air transportation, including any other mode of transportation in connection therewith, charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
- g) "Principal Place of Business" means; the head office or registered office of an air carrier within which the principal financial functions and operational control, including continued airworthiness management, of the air carrier are exercised;
- h) "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- i) "user charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air

navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo; and

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

ARTICLE 2

Grant of Rights

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex to this Agreement.
2. Subject to the provisions of this Agreement, the airline(s) designated by each Party shall enjoy the following rights:
 - a) to fly without landing across the territory of the other Party;
 - b) to make stops in the territory of the other Party for non-traffic purposes;
 - c) to make stops at the point(s) on the route(s) specified in the Route Schedule jointly agreed upon by the aeronautical authorities of both Parties for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo or mail separately or in combination; and
 - d) other rights specified in this Agreement.
3. The airlines of each Party, other than those designated under Article 3 (Designation and Authorization) of this Agreement shall also enjoy the rights specified in paragraphs 2 a) and b) of this Article.
4. Nothing in this Agreement shall be deemed to confer on the designated airline(s) of one Party the privilege of taking on board, in the territory of the other Party, passengers, baggage, cargo and mail for remuneration and destined for another point in the territory of the other Party.

ARTICLE 3

Designation and Authorization

1. Each Party shall have the right to designate in writing to the other Party, an airline or airlines to operate the agreed services and to withdraw or alter such designation. These notifications shall be made through diplomatic channels.
2. On receipt of a notice of designation, substitution or alteration thereto, and on application from the Designated Airline in the form and manner prescribed, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, with minimum procedural delay, grant to the airline(s) designated, the appropriate operating authorizations subject to such airline(s) meeting the requisite requirements of the Contracting Party's Aeronautical Authority for that authorization, provided that:

a. In the case of an airline designated by the Republic of Rwanda:

- (i) it is established in the Republic of Rwanda and has a valid operating licence in accordance with the applicable laws of the Republic of Rwanda; and
- (ii) effective regulatory control of the airline is exercised and maintained by the Republic of Rwanda as being responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and
- (iii) the airline is owned and effectively controlled in accordance with the applicable laws of the Republic of Rwanda;

b. In the case of an airline designated by Saint Lucia:

EITHER

- i. It is established in the territory of a Caribbean Community (CARICOM) Member State and has a valid Operating Licence in accordance with the applicable laws of Saint Lucia and/or as relevant, the applicable laws of that CARICOM Member State; and
- ii. the effective regulatory control of the airline is exercised and maintained by Saint Lucia or the CARICOM Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and
- iii. the airline is substantially owned and effectively controlled by Saint Lucia and/ or a CARICOM Member State (s) and / or their nationals.

OR

- iv. the airline is incorporated and has its principal place of business in Saint Lucia and holds a current Air Operator's Certificate issued by the aeronautical authority of Saint Lucia; and
 - v. the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by The Republic of Rwanda.
3. The Aeronautical Authority of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of International Air Services by such authority in conformity with the provisions of the Convention.
 4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a Designated Airline of the rights specified in paragraph 2 (b) i & ii of Article 3 of this Agreement, in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that substantial ownership and effective

control of that airline are, in the case of the Republic of Rwanda, it is established in accordance with the applicable laws of Rwanda, and in the case of Saint Lucia, vested in Saint Lucia, a CARICOM Member State(s) and/ or their nationals.

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

ARTICLE 4

Withholding, Revocation and Limitation of Authorization

1. The aeronautical authorities of each Party shall have the right to withhold the authorizations referred to in Article 3 (Designation and Authorization) of this Agreement with respect to an airline designated by the other Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently in the event:
 - a) they are not satisfied that the airline (s) is designated in accordance with provisions of Article 3 above; or
 - b) of failure of the Party designating the airline to comply with the provisions set forth in Article 7 (Safety) and Article 8 (Aviation Security); or
 - c) of failure of such designated airline to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.
2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph one (1) of the present Article is essential to prevent further infringements of laws and regulations, or of the provisions of this Agreement, such right shall be exercised only after consultation with the other Party. Such consultations shall take place prior to the expiry of thirty (30) days following the request by one Party, unless both Parties otherwise agree.

ARTICLE 5

Application of Laws

1. The laws and regulations of one Party governing entry into and departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft while within its territory, shall be applied to aircraft of the airlines of the other Party.
2. The laws and regulations of one Party relating to the entry into, stay in and departure from its territory of passengers, crew and cargo including mail such as those regarding immigration, customs, currency and health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the airline of the other Party while they are within the said territory.
3. Neither Party shall give preference to its own or any other airline over an airline of the other Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

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

ARTICLE 6

Recognition of Certificates and Licenses

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party and still in force shall be recognized as valid by the other Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
2. If the privileges or conditions of the licenses or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and since such difference has been filed with the International Civil Aviation Organization (ICAO), the other Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.
3. Each Party reserves the right, however, to refuse to recognize for the purpose of flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

ARTICLE 7

Safety

1. Each Party may request consultations at any time concerning the safety standards maintained by the other Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the standards established at that time pursuant to the Convention, the other Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO standards. The other Party shall then take appropriate corrective action within an agreed time period.
3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Party, on service to or from the territory of another Party, may, while within the territory of the other Party be the subject of a search by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.

4. When urgent action is essential to ensure the safety of an airline operation, each Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Party.
5. Any action by one Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.
6. With reference to paragraph 2, if it is determined that one Party remains in non-compliance with ICAO standards when the agreed time period has elapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

ARTICLE 8

Aviation Security

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

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
6. Each Party shall have the right, within sixty (60) days following notice of its intention for that purpose, for its aeronautical authorities to conduct an assessment in the territory of the other Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments shall be conducted expeditiously.
7. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the first Party may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

ARTICLE 9

User Charges

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

ARTICLE 10

Customs Duties

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

connection with the operation or servicing of aircraft of the designated airline of such other Party operating the agreed services.

2. The exemptions granted by this article shall apply to the items referred to in paragraph 1:
 - a) introduced into the territory of the Party by or on behalf of the designated airline of the other Party;
 - b) retained on board aircraft of the designated airline of one Party upon arrival in or leaving the territory of the other Party; or
 - c) taken on board aircraft of the designated airline of one Party in the territory of the other Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly within the territory of the Party granting the exemption, provided the ownership of such items is not transferred in the territory of the said Party.
3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of a designated airline of either Party, may be unloaded in the territory of the other Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time, as they are re-exported or otherwise disposed of in accordance with customs regulations.

ARTICLE 11

Capacity

1. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based on commercial considerations of the marketplace.
2. Neither Party shall unilaterally limit the volume of traffic, frequency, or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

ARTICLE 12

Pricing

1. Prices charged for air services operated under this Agreement may be freely established by the airlines and shall not be subject to approval. Intervention by the Parties shall be limited to:
 - (a) prevention of unreasonably discriminatory prices or practices;
 - (b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c) protection of airlines from prices that are artificially low due to direct or indirect government subsidy or support.

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

ARTICLE 13

Competition

1. The Parties shall inform each other, upon request, about their competition laws, policies and practices or changes thereto, and any particular objectives thereof, which could affect the operation of air transport services under this Agreement and shall identify the authorities responsible for their implementation.
2. The Parties shall notify each other whenever they consider that there may be incompatibility between the application of their competition laws, policies and practices and the matters related to the operation of this Agreement.
3. Notwithstanding any other provision to the contrary, nothing in this Agreement shall (i) require or favour the adoption of agreements between undertakings, decisions by associations of undertakings or concerted practices that prevent or distort competition; (ii) reinforce the effects of any such agreement, decision or concerted practice; or (iii) delegate to private economic operators the responsibility for taking measures that prevent, distort or restrict competition.

ARTICLE 14

Currency Conversion and Remittance of Earnings

1. Each Party shall permit airline(s) of the other Party to convert and transmit abroad, on demand, all local revenues from the sale of air transport services and associated activities directly linked to air transport in excess of sums locally disbursed, with conversion and remittance permitted promptly at the rate of exchange applicable as of the date of the request for conversion and remittance.
2. The conversion and remittance of such revenues shall be permitted in conformity with the applicable laws and regulations and are not subject to any administrative or exchange charges except those normally made by banks for the carrying out of such conversion and remittance.
3. The provisions of this Article do not exempt the airlines of both Parties of the duties, taxes and contributions they are subject to.
4. If there is a special agreement between the Parties to avoid double taxation, or a special agreement which regulates transferring of funds between the Parties, such agreements shall prevail.

ARTICLE 15

Commercial Activities

1. The designated airline of each Contracting Party shall have the right to establish offices in the territory of the other Contracting Party for the promotion and sale of air services on-line and off-line.

2. The designated airline of each Contracting Party shall be entitled, in accordance with the laws, regulations and rules of the other Contracting Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational and other specialist staff required for the provision of air services.
3. The designated airline of each Contracting Party may engage in the sale of air services in the territory of the other Contracting Party directly and, at the airline's discretion, through its agents. Each airline shall have the right to sell such transportation and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.
4. The designated airline of each Contracting Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the designated airline of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies according to local currency regulation.
5. Notwithstanding anything contained in this Article, the exercise of rights under this Article shall be in accordance with the applicable domestic laws, regulations and rules, and the Contracting Parties stipulate that the laws, regulations and rules shall be administered in a non-discriminatory fashion and consistent with the purposes of the Agreement.
6. The Designated Airlines shall have the right to perform its own ground handling operations in the Territory of the other Contracting Party if it is agreed by both Contracting Parties that the existing ground handling agency (agencies) is not capable of effectively carrying out the function. This right shall not include airside ground handling services and will only be subject to constraints resulting from requirements of airport safety, security and airport infrastructure. Where safety and security considerations preclude the exercise of the right mentioned in this paragraph, such ground handling services shall be made available without preference or discrimination to any airline engaged in similar international air services.
7. 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 points in the territories of the Contracting Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. The designated airlines shall perform the surface transportation service through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo air 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.
8. Both Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.

ARTICLE 16

Code Sharing

1. In operating or holding out the agreed services on the specified routes, any designated airline of one Party may enter into commercial code-share arrangements with:
 - a) an airline(s) of either Party;
 - b) an airline(s) of a third Party;

provided that all airlines in such arrangements:

 - i - hold the appropriate authority;
 - ii - meet the requirements normally applied to such arrangements; such as protection and information to passenger for liability.
2. All airlines in such arrangements must, in respect of any ticket sold by them, make it clear to the purchaser at the point of sale which airline or airlines the purchaser is entering into a contractual relationship.
3. Code-share arrangements may be subject to prior approval of the appropriate Authorities before implementation.

ARTICLE 17

Operational Flexibility

1. Subject to article 8 and 9 of this Agreement, each airline may, in operating services authorized by this instrument, use its own aircraft or aircraft that have been leased ("dry lease"), subleased, rented by the hour ("interchange" or "lease for hours"), or leased with crew, insurance and maintenance ("wet lease"), through a contract between airlines of either Party or third countries, observing the laws and regulations of each Party and the Protocol on the Amendment to the Convention (Article 83 bis). The aeronautical authorities of the Parties shall conclude a specific agreement establishing the conditions of transfer of responsibility for safety, as provided by the International Civil Aviation Organization.
2. On any sector or sectors of the routes of the Annex of the Agreement, any airline shall be entitled to perform international air transportation, including under code sharing arrangements with other airlines, without any limitation as to change at any point or points on the route, in the type, size or number of aircraft operated, provided that the transportation beyond such point is a continuation of the transportation from the territory of the Contracting Party that has designated the airline and in the inbound direction the transportation to the territory of the Contracting Party that has designated the airline is a continuation of the transportation from beyond such point.

ARTICLE 18

Statistics

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

ARTICLE 19**Approval of Schedules**

1. The designated airline of each Party may be required to submit its envisaged flight schedules for approval to the aeronautical authorities of the other Party at least 30 (thirty) days prior to the operation of the agreed services. The same procedure shall apply to any modification thereof.
2. For supplementary flights, which the designated airline of one Party wishes to operate on the agreed services outside the approved timetable, that airline must request prior permission from the aeronautical authorities of the other Party. Such requests shall usually be submitted at least five (5) working days prior to the operation of such flights.

ARTICLE 20**Consultations**

1. Either Party may, at any time, request consultations on the interpretation, application, implementation, or amendment of this Agreement or compliance with this Agreement.
2. Such consultations, which may be through discussion or by correspondence, shall begin within a period of 60 (sixty) days from the date the other Party receives a written request, unless otherwise agreed by the Parties.

ARTICLE 21**Settlement of Disputes**

1. Any dispute arising between the Parties relating to the interpretation or application of this Agreement, the aeronautical authorities of both Parties shall in the first place endeavor to settle it by consultations and negotiation.
2. If the Parties fail to reach a settlement by negotiation, the dispute shall be settled through diplomatic channels.
3. If the Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, either Party may in accordance with its relevant laws and regulations refer the dispute to a tribunal of three arbitrators, which shall be constituted in the following manner:
 - a) within sixty (60) days after receipt of a written request for arbitration, each Party shall appoint one arbitrator. A national of a third country, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within thirty (30) days of the appointment of the second arbitrator;
 - b) if within the time limits specified in paragraph (3) subparagraph (a) of this Article, any appointment has not been made, either Party may, in writing, request the President of the Council of the International Civil Aviation Organisation to make the necessary appointment within thirty (30) days. If the President is of the same nationality as one of the Parties, the most senior Vice-President shall be requested to make the

appointment. If the Vice-President is of the same nationality as one of the Parties, the Member of the Council of the International Civil Aviation Organisation next in seniority who is not of the same nationality as one of the Parties shall be requested to make the appointment. In this case, the third arbitrator appointed by the President or Vice-President or Member of the Council of the International Civil Aviation Organisation, as the case may be, shall not be a national or permanent resident of the respective States of the Parties.

4. Except as hereinafter provided by this Article or as otherwise agreed by the Parties, the tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the written request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than fifteen (15) days after the tribunal is fully constituted.
5. Except as otherwise agreed by the Parties or prescribed by the tribunal, each Party shall submit a memorandum within forty-five (45) days of the time the tribunal is fully constituted. Each Party may submit a reply within sixty (60) days of submission of the memorandum of the other Party. The tribunal shall hold a hearing at the written request of either Party or at its discretion within fifteen (15) days after replies are due.
6. The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (30) days after the date both replies are submitted. The decision shall be taken by a majority vote.
7. The Parties may submit written requests for clarification of the decision within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.
8. The decisions of the arbitral tribunal shall be final and binding upon the Parties to the dispute.
9. Each Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Parties, including any expenses incurred by the President, Vice-President or Member of the Council of the International Civil Aviation Organisation in implementing the procedures in paragraph (3) of this Article.
10. If and so long as either Party fails to comply with any decision given under paragraph (6) of this Article, the other Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Party in default or to the designated airline or airlines in default.

ARTICLE 22**Amendments**

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

ARTICLE 23**Multilateral Agreements**

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

ARTICLE 24**Termination**

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

ARTICLE 25**Registration with ICAO**

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

ARTICLE 26**Entry into Force**

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

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

Done at KEGALI this 26 day of JUNE 2024 in duplicate in English, all texts being authentic.



For the Government of the
Republic of Rwanda



For the Government of the
Saint Lucia

ANNEX
ROUTE SCHEDULE

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

Points Behind	Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any points	Any points in Rwanda	Any points	Any points in Saint Lucia	Any points

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

Points Behind	Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any points	Any points in Saint Lucia	Any points	Any points in Rwanda	Any points

NOTES:

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

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that the transportation is part of a service that serves a point in the territory of the Party designating the airline.
2. The designated airlines of both Parties will, on any or all flights, exercise fifth freedom traffic rights at any intermediate and/or beyond points.
3. Additional rights shall be subject to agreement between the Aeronautical Authorities of both Parties.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 023/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Saint Lucia ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 Kamena 2022	Seen to be annexed to Law n° 023/2024 of 26/01/2024 approving ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of Saint Lucia, signed at Kigali, Rwanda, on 26 June 2022	Vu pour être annexé à la Loi n° 023/2024 du 26/01/2024 portant approbation de ratification de l'Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de Sainte-Lucie, signé à Kigali, au Rwanda, le 26 juin 2022
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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

ITEGEKO N° 024/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA BOLIVARIYANI YA VENEZUELA NA REPUBULIKA Y’U RWANDA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I MONTRÉAL MURI CANADA, KU WA 04 UKWAKIRA 2022 <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° 024/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE BOLIVARIAN REPUBLIC OF VENEZUELA AND THE REPUBLIC OF RWANDA, SIGNED IN MONTREAL, CANADA, ON 04 OCTOBER 2022 <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° 024/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE BOLIVARIENNE DU VENEZUELA ET LA RÉPUBLIQUE DU RWANDA, SIGNÉ À MONTRÉAL, CANADA, LE 04 OCTOBRE 2022 <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° 024/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA BOLIVARIYANI YA VENEZUELA NA REPUBULIKA Y’U RWANDA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I MONTRÉAL MURI CANADA, KU WA 04 UKWAKIRA 2022 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 19 Ukuboza 2023; Ishingiye ku Itegeko Nshinga rya Repubulika y’u Rwanda, cyane cyane mu ngingo zaryo iya 64 n’iya 168;	LAW N° 024/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE BOLIVARIAN REPUBLIC OF VENEZUELA AND THE REPUBLIC OF RWANDA, SIGNED IN MONTREAL, CANADA, ON 04 OCTOBER 2022 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 19 December 2023; Pursuant to the Constitution of the Republic of Rwanda, especially in Articles 64 and 168;	LOI N° 024/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE BOLIVARIENNE DU VENEZUELA ET LA RÉPUBLIQUE DU RWANDA, SIGNÉ À MONTRÉAL, CANADA, LE 04 OCTOBRE 2022 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 19 décembre 2023; Vu la Constitution de la République du Rwanda, spécialement en ses articles 64 et 168;
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Imaze gusuzuma amasezerano hagati ya Repubulika Bolivariyani ya Venezuela na Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Montréal muri Canada, ku wa 04 Ukwakira 2022; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano hagati ya Repubulika Bolivariyani ya Venezuela na Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Montréal muri Canada, ku wa 04 Ukwakira 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. <u>Ingingo ya 3:</u> Gutangira gukurikizwa Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	After consideration of the Air Services Agreement between the Bolivarian Republic of Venezuela and the Republic of Rwanda, signed in Montreal, Canada, on 04 October 2022; ADOPTS: <u>Article One:</u> Approval for ratification The Air Services Agreement between the Bolivarian Republic of Venezuela and the Republic of Rwanda, signed in Montreal, Canada, on 04 October 2022, in annex, is approved for ratification. <u>Article 2:</u> Language provision This Law was drafted in English, considered and adopted in Ikinyarwanda. <u>Article 3:</u> Entry into force This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	Après examen de l'accord sur les services aériens entre la République Bolivarienne du Venezuela et la République du Rwanda, signé à Montréal, Canada, le 04 octobre 2022 ; ADOpte : <u>Article premier:</u> Approbation pour ratification L'accord sur les services aériens entre la République Bolivarienne du Venezuela et la République du Rwanda, signé à Montréal, Canada, le 04 octobre 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. <u>Article 3:</u> Entrée en vigueur La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

UMUGEREKA W'ITEGEKO N° 024/2024 RYO KU WA 26/01/2024 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA BOLIVARIYANI YA VENEZUELA NA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I MONTRÉAL MURI CANADA, KU WA 04 UKWAKIRA 2022	ANNEX TO LAW N° 024/2024 OF 26/01/2024 APPROVING RATIFICATION OF THE AIR SERVICES AGREEMENT BETWEEN THE BOLIVARIAN REPUBLIC OF VENEZUELA AND THE REPUBLIC OF RWANDA, SIGNED IN MONTREAL, CANADA, ON 04 OCTOBER 2022	ANNEXE À LA LOI N° 024/2024 DU 26/01/2024 PORTANT APPROBATION DE RATIFICATION DE L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE BOLIVARIENNE DU VENEZUELA ET LA RÉPUBLIQUE DU RWANDA, SIGNÉ À MONTRÉAL, AU CANADA, LE 04 OCTOBRE 2022
AMASEZERANO HAGATI YA REPUBULIKA BOLIVARIYANI YA VENEZUELA NA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I MONTRÉAL MURI CANADA, KU WA 04 UKWAKIRA 2022	AIR SERVICES AGREEMENT BETWEEN THE BOLIVARIAN REPUBLIC OF VENEZUELA AND THE REPUBLIC OF RWANDA, SIGNED IN MONTREAL, CANADA, ON 04 OCTOBER 2022	ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE BOLIVARIENNE DU VENEZUELA ET LA RÉPUBLIQUE DU RWANDA, SIGNÉ À MONTRÉAL, AU CANADA, LE 04 OCTOBRE 2022

**AIR SERVICES AGREEMENT BETWEEN
THE BOLIVARIAN REPUBLIC OF VENEZUELA AND
THE REPUBLIC OF RWANDA**

The Bolivarian Republic of Venezuela and the Republic of Rwanda, referred to in the following as the Parties;

Desiring to promote an international air transport system that offers fair and equitable opportunities to the respective airlines for the exercise of their activity and that allows them to compete in accordance with the rules and regulations of each Party;

Desiring to favour the development of international air transportation;

Desiring to ensure the highest degree of safety in international air transportation and reaffirming their grave concern regarding acts or threats against the safety of aircraft which affect the safety of persons or property; and

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

Have agreed as follows:

**Article 1
Definitions**

For the purposes of this Agreement, unless otherwise specified, the following terms shall mean:

- a. "ICAO" means the International Civil Aviation Organization.
- b. "Aeronautical Authorities" in the case of the Bolivarian Republic of Venezuela, through its attached entity the National Institute of Civil Aeronautics (INAC), and in the case of the Republic of Rwanda, the Rwanda Civil Aviation Authority and in both cases any other institution or person legally authorized to perform the functions now exercised by the aforementioned authorities.
- c. "Agreement": means this Agreement, its Annexes and any amendments agreed by the Parties, in accordance with the procedure indicated in Article 25 (Modifications or Amendments).
- d. "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes any Annexes adopted pursuant to Article 90 of said Convention, any amendments to the Annexes or to the Convention pursuant to Articles 90 AND 96 thereof, provided that such Annexes and amendments have been approved or ratified by both Parties.
- e. "Agreed Services" means the scheduled international air services, which under the provisions of this Agreement, may be established on the specified routes.
- f. "Air Services", "International Air Services", "Airline" and "Stopover for Non-Commercial Purposes" have the meanings ascribed to them in Article 96 of the Agreement.

- g. "Designated Airline" means an airline or airlines that have been designated and authorized in accordance with Article 4 (Designation and Authorization) of this Agreement.
- h. "Specified Route(s)" means the route(s) specified in Schedule One (1) of this Agreement.
- i. "Tariffs" means the amounts and charges to be paid for the carriage by air of passengers, baggage and/or cargo and the conditions under which these prices apply. Including prices and conditions for agents and other auxiliary services, but excluding remuneration and conditions for the carriage of postal cargo.
- j. "Territory" in relation to a State has the meaning ascribed to it in Article 2 of the Convention.
- k. "Aeronautical Rights" means the charges made by competent authorities to airlines for the use of airports, airport service facilities, air navigation services, civil aviation safety services and other related services provided to aircraft.
- l. "Annex" means the schedule of routes annexed to this Agreement and any clause or note that is included in such Annex, as well as any modification made thereto in application of the provisions of Article 24 (Modifications or Amendments) of the Agreement.
- m. "Capacity" in relation to a specific air service, refers to the number of seats or cargo capacity by volume or weight that could be offered. It means the capacity of the aircraft used in such service, multiplied by the frequency during a given period on a specific route.

Article 2 Applicability of the Convention

In the implementation of the present Agreement, the Parties shall act in accordance with the dispositions of the Chicago Convention, in so far as they are applicable to international air services and binding on the Parties.

Article 3 Granting of Rights

- 1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Schedule of Routes.
- 2. Subject to the provisions of this Agreement, the airlines designated by each Party, when operating international air services, shall enjoy:
 - a. The right to overfly over the territory of the other Party without landing.
 - b. The right to make stopovers in the territory of the other Party, for non-commercial purposes; and

- c. The right to make stopovers at the points on the routes specified in the Schedule of Routes of this Agreement to embark and disembark international passenger, cargo and mail traffic separately or combined, exercising the traffic rights indicated in Annex 1 (Schedule of Routes).
3. Other airlines of each Party that have not been designated in accordance with Article 4 (Designation and Authorization) of this Agreement shall also enjoy the rights specified in subparagraphs "a" and "b" of paragraph 2 of this Article.
4. Nothing in this Article shall be deemed to grant to a designated airline of a Party the right to take on board, in the territory of the other Party, passengers, baggage, cargo and mail, for remuneration and destined for another point in the territory of that other Party (cabotage).

Article 4 Designation and Authorization

1. Each Party shall have the right to designate, in accordance with the principle of real and effective reciprocity, in writing, by means of a Diplomatic Note addressed to the other Party, one or more airlines to operate the agreed services and to deny, revoke or alter such designation.
2. Upon receipt of such designation and request for operating authorization from the designated airline, in the form and manner prescribed, each Party shall grant an appropriate operating authorization with all its requirements, with a minimum of delay in processing, provided that:
 - a. Substantial ownership and effective control of the designated airline is vested in the designating Party or its nationals.
 - b. The Party designating the airline maintains effective regulatory control of the airline and that airline holds a valid Air Operator's Certificate (AOC) issued by that Party.
 - c. The designated airline is qualified to meet the conditions determined under the aeronautical laws and technical regulations normally applied to international air transport service operations by the Party receiving the designation.
3. Upon receipt of the operating authorization pursuant to numeral 2, a designated airline may, at any time begin to operate the agreed services for which it was designated, provided that it complies with the provisions of this Agreement.

Article 5 Refusal, Revocation and Limitation of Authorization

1. The Aeronautical Authorities of each Party shall have the right to refuse the authorizations referred to in Article 4 (Designation and Authorization) of this Agreement, to an airline designated by the other Party and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently, in the event that:

- a. The Aeronautical Authority is not satisfied that substantial ownership and effective control belong to the Party that designated the airline, or its nationals.
 - b. The Party designating the airline maintains effective regulatory control of the airline and that airline holds a valid Air Operator Certificate (AOC) issued by that Party.
 - c. That the designated airline is not qualified to meet other conditions determined under the laws and technical regulations normally applied to the operation of international air transport services by the Party receiving the designation.
2. Such right shall be exercised after consultation with the other Party, unless the immediate revocation, suspension or imposition of the conditions referred to in paragraph 1 of this Article is essential to prevent further violations of laws and technical regulations or violate the safety and security of civil aviation.

Article 6

Applicable Legislation

1. When entering, leaving or remaining in the territory of one Party, the designated airlines of the other Party shall comply with the laws, regulations and other legal provisions of the first Party.
2. When entering, leaving or remaining in the territory of one Party, the airlines of the other Party shall comply with the laws, regulations and other legal provisions of one Party, relating to the entry into or departure from its territory of passengers, crew, baggage, cargo and mail, such as those relating to immigration, customs, currency and sanitary controls applied to passengers, crew, baggage, cargo and mail carried by aircraft of the other Party's airline while in the territory of the other Party.
3. In the application of the laws and regulations referred to in this Article, neither Party shall give preference to its own or any other airlines over airlines designated by the other Party.

Article 7

Recognition of Certificates and Licenses

1. Each Party shall recognize certificates of airworthiness, certificates of rating, certificates of competency and licenses, issued or validated by one of the Parties and still in force, shall be recognized as valid by the other Party to operate the agreed services, provided that the requirements for the issuance and revalidation of such certificates and licenses are equal to or higher than the standards established under the Convention.
2. The privileges or conditions of the licenses or certificates referred to in the previous numeral, issued by the Aeronautical Authority of one of the Parties, for any person or airline designated or related to an aircraft used in the operation of the agreed services, allow a difference from the minimum standards established by the Convention, and that such difference has been notified to the International Civil Aviation Organization (ICAO), the other Party may request that consultations be held

between the Aeronautical Authorities, in order to clarify the practice in question.

3. Each Party reserves the right to refuse to accept, for the purpose of flight over or landing in its own territory, certificates of competency and licenses issued to its own nationals by the other Party or by a third State.

Article 8 Aviation Safety

1. Each Party may request, at any time, consultations between Aeronautical Authorities of the Parties on the safety regulations applied by the other Party, in aspects related to aeronautical facilities and services, flight crews, aircraft and aircraft operations. Such consultations shall be held within thirty (30) days from the date of the request.
2. If after such consultations, a Party concludes that the other Party does not maintain and efficiently administer safety standards, in the aspects referred to in paragraph 1, that meet the standards in force in accordance with the Convention, the other Party shall be informed of such findings and of the measures deemed necessary to comply with ICAO standards. The other Party shall then take the corrective measures appropriate to the case within an established time limit.
3. In accordance with Article 16 of the Convention, it is also agreed that any aircraft operated by or on behalf of an airline of a Party, providing service for it or from the territory of the other Party, when in the territory of the latter, shall be subject to an inspection by authorized representatives of the other Party, provided that the inspection does not cause unnecessary delay to the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the objective of this inspection shall be to verify the validity of the documentation related to the aircraft, the licenses of its crew and that the equipment of the aircraft and its condition are in accordance with the standards in force established on the basis of the Convention.
4. When urgent action is essential to maintain the safe operation of an airline, each Party reserves the right to immediately suspend or modify the operating authorization of one or more airlines of the other Party.
5. Any measure taken by one of the Parties in accordance with paragraph 4 shall be suspended when the reasons that led to the adoption of such measure no longer exist.
6. With reference to paragraph 2, when it is found that a Party continues to fail to comply with ICAO Standards after the expiration of the agreed time limit, the Secretary General of ICAO shall be notified thereof. He shall also be notified after a satisfactory solution to the situation has been found.
7. If one of these inspections or series of platform inspections results in:
 - a. Serious concerns that an aircraft or the operation thereof does not comply with the corresponding minimum standards established in application of the Convention.

- b. Serious findings that there is a lack of effective maintenance and administration of safety standards established pursuant to the Convention.

The inspecting Party may, for the purposes of Article 33 of the Convention, conclude that the requirements under which the certificates or licenses for such aircraft or crew have been issued or revalidated, or the requirements under which such aircraft are operated, are not equal to or higher than the minimum standards established pursuant to the Convention.

8. In the event that access to commence a tarmac inspection of an aircraft operated by a designated aircraft operator, in accordance with paragraph 3 above, is denied by a representative of that aircraft operator, the other Party may presume the existence of serious concerns referred to in paragraph 7 above and make the finding provided for in that paragraph.
9. If in the case of initiating a tarmac inspection of an aircraft operated by the designated airline of a Party it may infer that there are serious concerns as referred to in paragraph 7 above and make the findings referred to in that paragraph, that Party shall proceed with the application of such measures as it deems appropriate in accordance with the provisions of this Agreement.

Article 9 Aviation Security

1. In accordance with their rights and obligations under international law, the Parties reaffirm their mutual obligation to protect the security of civil aviation against acts of unlawful interference, which constitutes an integral part of this Agreement. Without limiting the general validity of their rights and obligations under International Law, the Parties shall act in particular in accordance with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963; the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970; the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on September 23, 1971, as provided for in any other convention or protocol on civil aviation safety, binding on both Parties.
2. The Parties shall provide upon request, all appropriate mutual assistance for the prevention of acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crews, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. In their mutual relationship, the Parties shall act in accordance with the aviation security provisions established by ICAO and designated as Annexes to the Convention; they shall require that operators of aircraft registered by them, or operators of aircraft having their principal place of business or permanent residence in their territory and operators of airports located in their territory, act in accordance with such aviation security provisions. Each Party shall notify the other Party of any differences between its national regulations and methods as well as the aviation security standards in the Annexes. Either Party may request immediate consultations with the other Party on such differences.

4. Each Party agrees that operators of such aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above and required by the other Party for entry into, departure from, or sojourn in the territory of the other Party. Each Party shall ensure that adequate measures are effectively applied in its territory to protect the aircraft and to inspect passengers, crews, hand baggage, baggage, cargo and stores on board, before and during boarding or loading. Each Party shall also give favorable consideration to any request by the other Party to adopt special and reasonable security measures to combat a specific threat. In such case, such measures shall be discussed in detail and their cost shall be considered and shared by both Parties.
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 crews, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and taking appropriate measures aimed at terminating, in a prompt and safe manner, such incident or threat.
6. Each Party shall have the right, within sixty (60) days of notification, to have its Aeronautical Authority conduct an assessment in the territory of the other Party of the security measures being applied or planned to be applied by aircraft operators with respect to flights arriving from or departing to the territory of the first Party. Administrative arrangements for the conduct of such assessments shall be made between the Aeronautical Authorities and implemented without delay in order to ensure that the assessments are conducted expeditiously. All assessments shall be covered by a specific confidential agreement.
7. When a Party has reasonable grounds to believe that the other Party is not in compliance with the provisions of this Article, the first Party may request consultations between the Aeronautical Authorities of each Party. Such consultations shall commence within fifteen (15) days after receipt of such request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the commencement of consultations shall constitute grounds for denying, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency or to prevent further non-compliance with the provisions of this Article, the affected Party may take temporary measures at any time.
8. Each Party shall take such measures as it considers practicable to ensure that an aircraft of the other Party, under an act of unlawful interference, shall be retained in such territory, unless its departure is indispensable in the best interests of protecting the lives of passengers and crews.

Article 10 Leasing

1. Either Party may prohibit the use of leased aircraft for the services agreed to in this Agreement, when they do not comply with the provisions of Article 8 (Aviation Safety) and Article 9 (Aviation Security) of this Agreement.

2. Subject to paragraph 1 above, the designated airlines of each Party may use leased aircraft of other airlines to operate the agreed services, provided that such arrangements do not amount to giving the leasing airline of another country access to traffic rights that would not otherwise be available.

Article 11 **Customs Treatment**

Aircraft used in international air services by a Party's designated airlines, as well as their regular equipment, spare parts, on-board stores remaining on the aircraft, shall be admitted temporarily under customs control, free of customs duties, upon entry into the territory of the other Party. Such equipment, spare parts, lubricants, fuel and supplies must remain on board the aircraft until the time of re-exportation. The temporary entry of these aircraft does not imply the processing of any authorization or declaration before the respective customs, but the other formalities established in the customs legislation shall be complied with.

The supplies and provisions destined for the use and consumption of passengers and crew members, equipment and spare parts, repair and accessory material for aircraft engaged in the international transport of cargo or passengers, the material necessary for ground operations, including ticket offices and tickets, shall enter the territory of the Parties under the customs regime of provisions on board, not subject to customs duties, but subject to the formalities established by the customs legislation and to the customs authority.

Article 12 **Direct Transit**

Passengers, baggage, cargo and mail in direct transit through the territory of a Party, which do not leave the area of the airport designated for such purpose, shall be subject to simplified screening, except for security measures against acts of violence, air piracy and smuggling of narcotic and psychotropic substances. Such baggage, cargo and mail in transit shall be suspended from the payment of customs duties and other similar taxes, tariffs and charges not based on the cost of services provided upon arrival. In accordance with the tax legislation of each Party.

Article 13 **Capacity**

1. The airlines designated by the Parties shall have equal opportunities to operate the services agreed to by this Agreement, in accordance with the routes, frequencies, rights, operating conditions and equipment, which are determined in the respective Annex that becomes part of this Agreement.
2. The agreed services to be provided by the designated airlines of each Party shall have as their principal objective the provision, on a reasonable basis, of adequate capacity for current and anticipated air traffic demands to and from the territory of the Party designating the airlines. The carriage of traffic embarked or disembarked within the territory of the other Party to or from points on specified routes within the territory of States other than those of the designated airlines shall be of a supplementary nature.

Article 14 Tariffs

1. Tariffs for air transportation of passengers and cargo shall be established in accordance with the national law of the country in which such passengers or cargo originate. Evidence of compliance with this provision shall be the ticket or air waybill authorizing the carriage of cargo.
2. The tariffs charged or proposed to be charged by the airlines designated by the Parties are subject to the legal regulations of each Party. Thus, each Party may adopt appropriate measures, in accordance with its national legislation, in order to avoid anti-competitive practices on the part of the airlines.
3. Each designated airline shall be free to determine the prices to be charged, which shall be in the currency of such country, cryptocurrencies or freely convertible currencies of other countries, subject to the laws and regulations of the countries of each Party.

Article 15 Fair Competition

1. The Parties agree that the following airline practices may be considered as possible unfair competitive practices that may warrant closer scrutiny:
 - a. For connecting flights, a ticket must be issued with as many coupons as there are legs of the route, including the connecting point, and must show the total value of the ticket, which in no case shall be less than the applicable tariff for the direct flight to the passenger's final destination.
 - b. No advertising or promotion may be made to connecting destinations as direct services.
2. If the Aeronautical Authority of a Party considers that one or more operations intended or carried out by the airlines designated by the other Party may constitute unfair competitive behavior, in accordance with the practices mentioned in paragraph 1, it may request that consultations be held in accordance with Article 24 (Consultations), in order to resolve the discrepancy. Such request shall state the reasons therefor and the consultations shall be initiated within thirty (30) days after the request.
3. If the Parties fail to resolve the dispute through consultations, either Party may apply Article 27 (Dispute Settlement) of this Agreement.

Article 16 Commercial Activities

1. Each Party shall grant to the designated airlines of the other Party the right to sell and market in its territory international air transportation services, directly or through agents or other intermediaries, as determined by the airline, including the right to establish its own offices as operating airline.

2. Each designated airline shall have the right to sell transportation services in the legal tender of that territory, or subject to national laws and regulations.
3. The designated airlines of a Party may, on the basis of reciprocity, bring and maintain in the territory of the other Party its representatives and commercial, operational and technical staff necessary in the operation of the agreed services.
4. The representatives and officials shall be subject to the laws and regulations in force of the other Party and in accordance with such laws and regulations.
5. Designated airlines may arrange for their own ground handling services in the territory of the other Party for passenger screening operations. This right does not include tarmac ground handling and shall be subject only to restrictions arising from airport safety, security and airport infrastructure considerations. In cases where such considerations prevent the exercise of the right referred to in this paragraph, such ground services shall be offered without preference or discrimination to any airline providing similar international air services.

Article 17 **Cooperative Marketing Arrangements**

1. Designated airlines of a Party may, as operators or marketers, freely enter into cooperative marketing arrangements, such as space blocking, code sharing or other joint operating formulas, with airlines that possess the appropriate route rights, comply with the applied requirements and the approval of the Aeronautical Authorities for such arrangements.
2. Airlines in code-sharing arrangements will agree on guidelines regarding aviation safety, security and facilitation responsibilities. A copy of the agreement reached shall be submitted to the Aeronautical Authorities of each Party for approval prior to the provision of the code-share services.
3. The Aeronautical Authorities shall accept such arrangements provided that the airlines carrying part or all of the route of the code-share services hold the underlying traffic rights or their authorization.
4. Airlines in such arrangements shall ensure, in respect of the air transport service sold, that it is clear to the user at the point of sale that it is a code-share service, which airline will operate each route section and with which airline or airlines it enters into a contractual relationship.

Article 18 **Aeronautical Rights**

1. Neither Party shall charge or permit to be charged from the designated airlines of the other Party aeronautical charges in excess of those charged to its own airlines operating similar international air services.
2. Each Party shall promote consultations on aeronautical rights between its competent authorities and the airlines using the services and facilities provided where practicable, through the representative organizations of such airlines. Proposed

changes to aeronautical charges should be communicated to such users reasonably in advance to allow them to express their views before the changes are made. In addition, each Party shall encourage its competent authorities and users to exchange appropriate information concerning aeronautical rights.

Article 19 Statistics

1. The Aeronautical Authority of each Party shall provide or shall cause its designated airlines to provide to the Aeronautical Authority of the other Party, upon request, such reports, statistical periodicals, or otherwise, as may be reasonably required.
2. Each Party's designated airlines shall comply with laws and regulations relating to the provision of statistical information.

Article 20 Itineraries Approval

1. The airline designated by each Party shall submit its flight schedule planning to the Aeronautical Authority of the other Party for approval at least thirty (30) days prior to the operation of the agreed services. The same procedure shall be applied for any modification of the schedules.
2. For non-scheduled flights that the airlines of one Party wish to operate outside the approved schedules, such airlines shall obtain prior authorization from the Aeronautical Authority of the other Party, which shall consider such request. Such request shall be submitted at least five (05) working days prior to the commencement of operations.

Article 21 Environment

The Parties support the need to protect the environment by promoting the sustainable development of civil aviation. The Parties agree with respect to operations between their respective territories to comply with the Standards and Recommended Practices (SARPs) of the International Civil Aviation Organization, as set forth in Annex 16 of the Convention, provided that such provisions are applicable, previously approved and not detrimental to the interest of the Parties.

Article 22 Transfer of Revenues

1. Each Party shall, on a reciprocal basis and upon request, grant to the designated airline of the other Party the right to convert and transfer to the territory or territories of their choice the local revenue surplus derived from the rendering of air transport services (transport of passengers, baggage, mail and cargo) in the territory of the other Party. The conversion and transfer of such revenue shall be made promptly, without restriction or taxation, at the exchange rate applicable on the date of the transfer.

2. Where the system of settlements between the Parties is governed by a special agreement, the said agreement shall apply.

Article 23 **Intermodal Services**

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

Article 24 **Consultations**

1. In a spirit of close cooperation, the Aeronautical Authorities of the Parties shall consult periodically with a view to ensuring the satisfactory implementation and enforcement of the provisions of this Agreement, or to discuss any disagreement related thereto.
2. Such consultations shall be initiated within sixty (60) days from the date of receipt of the request, unless otherwise agreed between the Parties.

Article 25 **Amendments or Modifications**

1. Any amendment or modification to this Agreement entered into between the Parties shall enter into force on the date of completion of the exchange of diplomatic notes indicating that all necessary internal procedures have been completed by the Parties.
2. Any amendment or modification to Annex One 1 (Schedule of Routes) of this Agreement may be agreed between the Aeronautical Authorities of the Parties and shall enter into force by exchange of Diplomatic Notes.

Article 26 **Multilateral Agreements**

If a Multilateral Agreement relating to air transport enters into force in relation to the Parties, this Agreement shall be amended to comply with the provisions of such multilateral agreement.

Article 27 **Dispute Settlement**

In the event of any dispute that may arise between the Parties, relating to the interpretation or application of this Agreement, with the exception of those that may arise with respect to Articles 8 (Aviation Safety), 9 (Aviation Security), 14 (Tariffs) and 24 (Consultations), the Aeronautical Authorities of the Parties shall combine efforts in the sense of resolving them through direct negotiations between them. If this is not possible, the dispute shall be considered by the Parties for resolution through diplomatic channels.

ANNEX 1 Table of Routes

Section 1.- Designation.

For the determination of the number of airlines to be designated by each Party, the principle of multiple designation is established.

Section 2.- Schedule of Routes.

The routes to be operated by the airlines designated by the Parties in the passenger, cargo and mail modes, exclusively or in combination, are determined as follows:

Routes to be operated in both directions by the airlines designated by the Bolivarian Republic of Venezuela:

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any point in the Bolivarian Republic of Venezuela	Any point	Any point in Rwanda	Any point

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

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any point in Rwanda	Any point	Points in the Bolivarian Republic of Venezuela	Any point

Section 3.- Rights.

The Designated Airline(s) of both Parties are entitled to exercise, in any type of service (passenger, cargo, separately or in combination), full fifth freedom traffic rights to/from any intermediate or beyond point(s) without any restriction whatsoever.

Section 4.- Frequencies and Capacity.

The airlines designated by the Parties may operate the number of frequencies that satisfy the market need. There shall be no restrictions as to the capacity of the aircraft to be used in the authorized services, except those arising from the technical conditions of the aircraft and the airports they operate.

Section 5.- Operating Conditions.

The designated airlines of each Party, prior notification to the Aeronautical Authorities, may, on any or all of their flights, omit stopovers at intermediate points and beyond, which shall not mean the loss of the rights granted.

Section 6.- Approval of Itineraries.

The flight schedules for the agreed air services shall be submitted for approval to the Aeronautical Authority at least thirty (30) days prior to the date scheduled for the commencement of operations. Said period may be reduced subject to the agreement of the Aeronautical Authority.

Section 7.- Non-scheduled Flights.

For non-scheduled flights that the airlines of one Party wish to operate outside the approved itineraries, such airlines shall obtain prior authorization from the Aeronautical Authority of the other Party, which shall consider such request. Such request shall be submitted at least five (05) working days prior to the commencement of operations.

Article 28
Termination

1. Either Party may, at any time, notify the other Party in writing, through diplomatic channels, of its decision to terminate this Agreement. Such notification shall be made simultaneously to ICAO. The Agreement shall terminate one (1) year after the date of receipt of the notification by the other Party, unless such notification is withdrawn by agreement before the expiration of such period.
2. If the other Party does not acknowledge receipt, the notification shall be deemed to have been received fourteen (14) days after its receipt by ICAO.

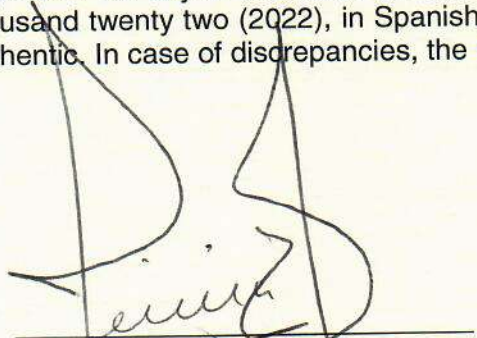
Article 29
Registration with ICAO

This Agreement and any amendment thereto shall be registered with ICAO by the Party in whose territory it was signed or as agreed between the Parties.

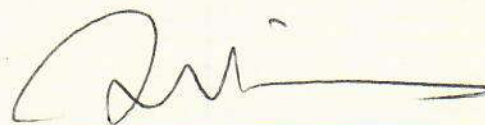
Article 30
Entry into Force

This Agreement shall enter into force thirty (30) days after the Parties have notified each other, through diplomatic channels, indicating that the internal constitutional and legal procedures for such purpose have been completed.

Signed in the city of Montreal, on the 04 day of the month of october of the year two thousand twenty two (2022), in Spanish and English languages, both texts being equally authentic. In case of discrepancies, the English text shall prevail.



MG Juan Manuel TEIXEIRA DÍAZ
President of the National Institute of Civil
Aviation
Bolivarian Republic of Venezuela



Silas UDAHEMUKA
Director General of Rwanda Civil
Aviation Authority
Republic of Rwanda

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 024/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Repubulika Bolivariyani ya Venezuela na Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Montréal muri Canada, ku wa 04 Ukwakira 2022	Seen to be annexed to Law n° 024/2024 of 26/01/2024 approving ratification of the Air Services Agreement between the Bolivarian Republic of Venezuela and the Republic of Rwanda, signed in Montreal, Canada, on 04 October 2022	Vu pour être annexé à la Loi n° 024/2024 du 26/01/2024 portant approbation de ratification de l'Accord sur les services aériens entre la République Bolivarienne du Venezuela et la République du Rwanda, signé à Montréal, au Canada, le 04 octobre 2022
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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

ITEKA RYA PEREZIDA N° 013/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA LATVIA NA GUVERINOMA YA REPUBULIKA Y’U RWANDA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I ABUJA MURI NIGERIA, KU WA 06 UKUBOZA 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° 013/01 OF 26/01/2024 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF LATVIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT ABUJA, NIGERIA, ON 06 DECEMBER 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° 013/01 DU 26/01/2024 RATIFIANT L’ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE LETTONIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À ABUJA, AU NIGERIA, LE 06 DECEMBRE 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° 013/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA LATVIA NA GUVERINOMA YA REPUBULIKA Y’U RWANDA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I ABUJA MURI NIGERIA, KU WA 06 UKUBOZA 2022 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° 018/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika ya Latvia na Guverinoma ya Repubulika y’u Rwanda ajyanye no gutwara abantu n’ibintu mu kirere, yashyiriweho umukono i Abuja muri Nigeria, ku wa 06 Ukuboza 2022; Tumaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika ya Latvia na Guverinoma ya Repubulika y’u Rwanda	PRESIDENTIAL ORDER N° 013/01 RYO KU WA 26/01/2024 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF LATVIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT ABUJA, NIGERIA, ON 06 DECEMBER 2022 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° 018/2024 of 26/01/2024 approving ratification of the Bilateral Air Services Agreement between the Government of the Republic of Latvia and the Government of the Republic of Rwanda, signed at Abuja, Nigeria, on 06 December 2022; After consideration of the Bilateral Air Services Agreement between the Government of the Republic of Latvia and the Government	ARRÊTÉ PRÉSIDENTIEL N° 013/01 RYO KU WA 26/01/2024 RATIFIANT L’ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE LETTONIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À ABUJA, AU NIGERIA, LE 06 DECEMBRE 2022 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° 018/2024 du 26/01/2024 portant approbation de ratification de l’Accord bilatéral sur les services aériens entre le Gouvernement de la République de Lettonie et le Gouvernement de la République du Rwanda, signé à Abuja, Nigeria, le 06 décembre 2022; Après examen de l’Accord bilatéral sur les services aériens entre le Gouvernement de la République de Lettonie et le Gouvernement de
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ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Abuja muri Nigeria, ku wa 06 Ukuboza 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 ya Latvia na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Abuja muri Nigeria, ku wa 06 Ukuboza 2022, ari ku mugereka w'iri teka, 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 Republic of Rwanda, signed at Abuja, Nigeria, on 06 December 2022; 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 the Government of the Republic of Latvia and the Government of the Republic of Rwanda, signed at Abuja, Nigeria, on 06 December 2022, annexed to this Order, 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.	la République du Rwanda , signé à Abuja, au Nigeria, le 06 décembre 2022 ; 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 de Lettonie et le Gouvernement de la République du Rwanda, signé à Abuja, au Nigeria, le 06 décembre 2022, annexé au présent arrêté, est ratifié et sort son plein et entier effet. <u>Article 2: Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale, et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.
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<u>Ingingo ya 3: Ingingo y’ururimi</u> Iri teka ryateguwe mu rurimi rw’Icyongereza. <u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.	<u>Article 3: Language provision</u> This Order was drafted in English. <u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 3: Disposition linguistique</u> Le présent arrêté a été rédigé en anglais. <u>Article 4: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 26/01/2024

(sé)

KAGAME Paul

Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard

Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

Dr UGIRASHEBUJA Emmanuel

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

UMUGEREKA W'ITEKA RYA PEREZIDA N° 013/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA LATVIA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I ABUJA MURI NIGERIA, KU WA 06 UKUBOZA 2022	ANNEX TO PRESIDENTIAL ORDER N° 013/01 OF 26/01/2024 RATIFYING THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF LATVIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT ABUJA, NIGERIA, ON 06 DECEMBER 2022	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 013/01 DU 26/01/2024 RATIFIANT L'ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE LETTONIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À ABUJA, AU NIGERIA, LE 06 DECEMBRE 2022
AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA LATVIA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I ABUJA MURI NIGERIA, KU WA 06 UKUBOZA 2022	BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF LATVIA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT ABUJA, NIGERIA, ON 06 DECEMBER 2022	ACCORD BILATÉRAL SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE LETTONIE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À ABUJA, AU NIGERIA, LE 06 DECEMBRE 2022

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF LATVIA

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

PREAMBLE

The Government of the Republic of Latvia 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 the seventh day of December 1944;

Desiring to conclude an Agreement in conformity with and supplementary to the said Convention, for the purpose of establishing and operating air services between and beyond their respective territories;

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

Desiring to facilitate the expansion of international air transport opportunities;

HAVE AGREED AS FOLLOWS:

ARTICLE 1: DEFINITIONS

- (1) For the purpose of this Agreement, unless the context otherwise requires, the term:
- a) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the 7 December 1944, and includes: (i) any amendment thereto which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties; and (ii) any annex or amendment adopted thereto under Article 90 of that Convention, insofar as such annex or amendment is at any given time effective for both Contracting Parties;
 - b) "aeronautical authorities" means in the case of the Republic of Latvia, the Ministry of Transport; and in the case of the Republic of Rwanda, the Ministry in charge of Civil Aviation, and the Rwanda Civil Aviation Authority, or in both cases, their successors or any person or body who may be authorised to perform any functions at present exercisable by the above-mentioned authorities or similar functions;
 - c) "agreed services" means scheduled international air services which can be operated, according to the provisions of this Agreement, on the specified routes;
 - d) "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex;
 - e) "air service", "airline", "international air service" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
 - f) "capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route; "capacity" in relation of agreed services means the capacity of the aircraft used in such service, multiplied by the frequency of the flight operated by such aircraft over a given period on a route or section of route;
 - g) "cargo" includes mail;
 - h) "designated airline" means an airline that has been designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;
 - i) "tariffs" means the prices which the designated airlines charge for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including the commissions paid to agencies and other auxiliary services, but excluding remuneration and conditions for carriage of mail;
 - j) "territory" in relation to the Contracting Party has the meaning assigned to it in Article 2 of the Convention; and

- k) “user charges” means charges made to airlines by the competent authorities or permitted by them to be made for the provision of airport facilities, property and/or of air navigation facilities, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;
- (2) All references to the words in singular shall be construed to include the plural and all references to words in the plural shall be construed to include the singular as the context requires.
- (3) In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to international air services.
- (4) References in this Agreement to nationals of the Republic of Latvia shall be understood as referring to nationals of European Union Member States. References in this Agreement to the airline or airlines of the Republic of Latvia shall be understood as referring to the airline or airlines designated by the Republic of Latvia.
- (5) References in this Agreement to the “EU Treaties” shall be understood as referring to the Treaty on European Union and the Treaty on the Functioning of the European Union.

ARTICLE 2: GRANT OF TRAFFIC RIGHTS

- (1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airlines to establish and operate agreed services.
- (2) The designated airlines of each Contracting Party shall enjoy the following rights:
 - a) the right to fly across the territory of the other Contracting Party without landing;
 - b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes;
 - c) the right to make stops in the territory of the other Contracting Party, for the purpose of taking on and/or discharging international traffic in passengers, baggage and cargo, separately or in any combination, while operating the agreed services in the route schedule annexed to this Agreement; and
 - d) the rights otherwise specified in this Agreement.
- (3) Additionally, the airline(s) of each Contracting Party, other than those designated under Article 3 (Designation and Authorisation) of this Agreement, shall also enjoy the rights specified in subparagraphs 2(a) and 2(b) of this Article.

- (4) Nothing in this Article shall be deemed to confer on any designated airlines of either Contracting Party the privilege of taking on, in the territory of the other Contracting Party, passengers, baggage and cargo carried for remuneration or hire and destined for another point within the territory of that other Contracting Party.
- (5) If because of armed conflict, political disturbances or developments or special and unusual circumstances a designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.
- (6) The designated airlines of either Contracting Party shall have the right to use all airways, airports and other facilities provided by the other Contracting Party on a non-discriminatory basis.
- (7) All rights granted in this Article by each Contracting Party shall not be assigned to any other third party.

ARTICLE 3: DESIGNATION AND AUTHORISATION

- (1) The aeronautical authorities of each Contracting Party shall have the right to designate one or more airline(s) for the purpose of operating the agreed services and to withdraw or alter the designation of any such airline or to substitute another airline for one previously designated. Such designations and any changes thereto shall be made in writing by the aeronautical authorities of the Contracting Party having designated the airline to the aeronautical authorities of the other Contracting Party.
- (2) On receipt of a notice of designation, substitution or alteration thereto, and on application from the designated airline in the form and manner prescribed, the other Contracting Party shall, grant the appropriate operating authorisations with minimum procedural delay, provided:
 - a) in the case of an airline designated by the Republic of Rwanda:
 - (i) it is established in the territory of Republic of Rwanda and is licensed in accordance with the applicable law of the Republic of Rwanda,
 - (ii) effective regulatory control of the airline is exercised and maintained by the Republic of Rwanda responsible for issuing its air operator's certificate and the relevant aeronautical authority is clearly identified in the designation; and
 - b) in the case of an airline designated by the Republic of Latvia:
 - (i) it is established in the territory of the Republic of Latvia under the EU Treaties and has a valid operating licence in accordance with European Union law;
 - (ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its air operator's certificate and the relevant aeronautical authority is clearly

identified in the designation;

(iii) the airline is owned, directly or through majority ownership, and it is effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such states;

c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application; and

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

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

ARTICLE 4: WITHOLDING, REVOCATION, SUSPENSION AND LIMITATION OF OPERATING AUTHORISATIONS

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

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

(i) it is not established in the territory of the Republic of Rwanda and is not licensed in accordance with the applicable laws of the Republic of Rwanda; or

(ii) effective regulatory control of the airline is not exercised or not maintained by the Republic of Rwanda responsible for issuing its air operator's certificate, or the relevant aeronautical authority is not clearly identified in the designation; or

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

(i) it is not established in the territory of Latvia under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or

(ii) effective regulatory control of the airline is not exercised or not maintained by the European Union Member State responsible for issuing its Air Operator Certificate, or the relevant aeronautical authority is not clearly identified in the designation; or

(iii) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such states;

- c) the airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party receiving the designation; or
 - d) the other Contracting Party designating the airline is not maintaining and administering the standards as set forth in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement; or
 - e) the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
- (2) Unless immediate action is essential to prevent further noncompliance with paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultation with the aeronautical authorities of the other Contracting Party, as provided for in Article 21 (Consultations) of this Agreement.
 - (3) This Article does not limit the rights of either Contracting Party to withhold, revoke, limit, suspend or impose conditions on the operating authorisation of a designated airline or airlines of the other Contracting Party in accordance with the provisions of Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement.
 - (4) In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 23 (Settlement of Disputes) shall not be prejudiced.

ARTICLE 5: APPLICATION OF LAWS

- (1) While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the designated airline(s) of other Contracting Party.
- (2) While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the admission to, or departure from its territory of passengers, baggage, crew and cargo, on aircraft (including regulations relating to entry, exit, clearance, aviation security, emigration, immigration, passports, customs, currency, health, quarantine and sanitary measures or in the case of mail, postal laws and regulations) shall be complied with by or on behalf of such passengers, baggage, crew and cargo of the other Contracting Party's airline(s).
- (3) Neither Contracting Party may grant any preference to its own or any other airline(s) over the designated airline(s) of the other Contracting Party in the application of the laws and regulations provided for in this Article.
- (4) Passengers, baggage and cargo in direct transit across the territory of each Contracting Party and not leaving areas of the airport reserved for such purpose shall, except in respect of security measures against violence, air piracy, narcotics control be subject to no more than a simplified control. Such baggage and cargo in direct transit shall be exempt from customs duties, excise taxes and other similar

national and/or local fees and charges.

ARTICLE 6: AVIATION SAFETY

- (1) Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party relating to aeronautical facilities, flight crew, aircraft and operation of the designated airlines. Such consultations shall take place within thirty (30) days of that request.
- (2) If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the other Contracting Party shall be notified of those findings and the steps considered necessary to conform with those minimum standards, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed shall be grounds for the application of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisations) of this Agreement.
- (3) Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of an airline of one Contracting Party on services to or from the territory of the other Contracting Party, may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party provided this does not cause unreasonable delay in the operation of the aircraft. The purpose of this search shall be to verify the validity of the relevant aircraft documentation, the licensing of its flight crew, and the apparent condition of aircraft and its equipment (in this Article called "ramp inspection").
- (4) If any such ramp inspection or series of ramp inspections gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

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

- (5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by an airline of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline, the other

Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.

- (6) Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
- (7) Any action by one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for taking that action ceases to exist.

ARTICLE 7: AVIATION SECURITY

- (1) Each Contracting Party may request consultations at any time concerning security standards in any area relating to crew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of the request.
- (2) Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
- (3) Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, signed at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, signed at The Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, signed at Montreal on 23 September, 1971 and the *Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation*, signed at Montreal on 24 February 1988, and any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.
- (4) The Contracting Parties shall provide upon request all practicable assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and any other relevant threat to the security of civil aviation.
- (5) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties.
- (6) In addition, the Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or

permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties.

- (7) Each Contracting Party agrees that its operators of aircraft referred to in paragraph (6) of this Article may be required to observe the aviation security provisions referred to in paragraph (5) of this Article applied by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party.
- (8) Each Contracting Party shall ensure that measures are effectively applied within its territory to protect the aircraft and to ensure security screening of passengers, crew and carry-on items and to carry out appropriate security checks on baggage, cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
- (9) When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.
- (10) When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authorities of the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisations) of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 of this Agreement prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 8: MUTUAL RECOGNITION OF CERTIFICATES AND LICENCES

- (1) Certificates of airworthiness, certificates of competency and licences issued, or rendered valid by one Contracting Party and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes, provided that the requirements under which such certificates and licences were issued, or rendered valid, are equal to or higher than the minimum requirements which are, or may be in the future, established under the Convention.
- (2) Each Contracting Party, however, reserves the right to refuse to recognise, for flights above its own territory, certificates of competency and licences granted to

its own nationals by the other Contracting Party.

- (3) If the privileges or conditions of the licences or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, whether or not such difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under paragraph 2 of Article 6 of this Agreement, request consultations with the aeronautical authorities of the other Contracting Party in accordance with Article 21 (Consultations) of this Agreement, with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach satisfactory agreement shall constitute grounds for the application of paragraph 1 of Article 4 of this Agreement.

ARTICLE 9: FAIR COMPETITION

- (1) Each Contracting Party shall allow a fair and equal opportunity for the designated airlines to compete freely in providing the international air transportation governed by this Agreement.
- (2) Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and anti-competitive or predatory practices in the exercise of the rights and entitlements set out in this Agreement.
- (3) Each Contracting Party shall allow the designated airlines to determine the capacity and the number of frequencies to be operated based upon commercial consideration in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequencies or regularity of service or the aircraft type(s) operated by the designated airlines of the other Contracting Party, except as may be required for customs, technical, operational or environmental requirements under uniform conditions consistent with Article 15 of the Convention.
- (4) Neither Contracting Party shall impose on the designated airline(s) of the other Contracting Party, a first refusal requirement, uplift ratio, no objection fee or any other requirement with respect to capacity, frequencies or traffic which would be inconsistent with the purposes of this Agreement.

ARTICLE 10: APPROVAL OF SCHEDULES

- (1) The designated airline(s) of each Contracting Party shall submit for approval to the aeronautical authorities of the other Contracting Party thirty (30) days prior to the inauguration of its international air services, the schedule of intended services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.
- (2) If a designated airline of a Contracting Party wishes to operate ad-hoc flights supplementary to those covered in the approved schedules, it shall obtain prior permission of the aeronautical authorities of the Contracting Party concerned,

which shall give positive and favorable consideration to such request.

ARTICLE 11: STATISTICS

The aeronautical authorities of each Contracting Party shall provide or cause its designated airline(s) to provide to the aeronautical authorities of the other Contracting Party, at their request, statistics relating to the traffic uplifted from and discharged in the territory of that other Contracting Party as may be reasonably required.

ARTICLE 12: COOPERATIVE MARKETING ARRANGEMENTS

- (1) In operating or holding out the agreed services on the specified routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements such as code-sharing, blocked-space, with
 - a) an airline(s) of the same Contracting Party, or
 - b) an airline(s) of the other Contracting Party; or
 - c) an airline(s) of a third country,

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

- (2) In the event of code-sharing arrangement, the marketing airline shall, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline or airlines will actually operate each sector of the service and with which airline the purchaser is entering into a contractual relationship.
- (3) The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-share flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary as provided for in paragraph 2 of this Article.
- (4) All code-sharing arrangements shall have prior approval of the appropriate aeronautical authorities before implementation.
- (5) It is the common understanding of both Contracting Parties that code-share services are not counted against the frequency entitlement of the marketing airline.

ARTICLE 13: COMMERCIAL ACTIVITIES

- (1) The designated airlines of each Contracting Party shall have the right to establish in the territory of the other Contracting Party offices for the purpose of selling and marketing international air services as well as for other ancillary products and facilities required for the provision of air services.
- (2) The designated airlines of each Contracting Party shall be entitled, in accordance with the laws and regulations of the other Contracting Party relating to entry,

residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial, operational, sales, technical and specialist personnel of any nationality and representatives as they may be required in connection with the provision of air services.

- (3) Such representatives and staff requirements mentioned in paragraph 2 of this Article may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organisation or company operating in the territory of the other Contracting Party and authorised to perform such services in the territory of such other Contracting Party.
- (4) The designated airlines of each Contracting Party shall, either directly and at their discretion, through agents, have the right to engage in the sale of air services and its ancillary products and facilities in the territory of the other Contracting Party.
- (5) The designated airlines of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such air services and its ancillary products and facilities in local currency or in any other freely convertible currency.
- (6) The designated airline of each Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency or provided that this is in accordance with local currency regulations, in any freely convertible currencies.
- (7) Each designated airline of one Contracting Party shall have the right to provide their own ground handling services in the territory of the other Contracting Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorised for the provision of such services. Where the laws and regulations applicable to ground handling in the territory of one Contracting Party do not allow self-handling or limit the freedom to contract these services out, each designated airline shall be treated on a non-discriminatory basis as regards their access to ground handling services provided by a supplier or suppliers.

ARTICLE 14: TARIFFS

- (1) Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline of the other Contracting Party based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:
 - a) prevention of tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
 - b) protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - c) protection of designated airlines from tariffs that are artificially low.

- (2) Tariffs for international air transportation between the territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed tariffs to the aeronautical authorities of the Contracting Parties in a manner and format acceptable to those aeronautical authorities.
- (3) Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by a designated airline of either Contracting Party for international air transportation. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request for consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement to the contrary, the tariff shall go into effect or continue in effect.

ARTICLE 15: CUSTOMS DUTIES AND OTHER CHARGES

- (1) Each Contracting Party shall on the basis of reciprocity exempt the designated airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, custom duties, direct or indirect taxes, inspection fees and all other national and/or local duties and charges on aircraft as well as their regular equipment, fuel, lubricants, maintenance equipment, aircraft tools, consumable technical supplies, spare parts including engines, aircraft stores including but not limited to such items as food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight and other items intended for or used solely in connection with the operation or servicing of aircraft used by such designated airlines, as well as printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the designated airlines for reservations and ticketing, any printed material which bears the insignia of the designated airline printed thereon and usual publicity and promotional materials distributed free of charge by such designated airlines.
- (2) The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article which are:
 - a) introduced into the territory of one Contracting Party by or on behalf of a designated airline of the other Contracting Party;
 - b) retained on board the aircraft of a designated airline of one Contracting Party upon arriving in and until leaving the territory of the other Contracting Party and/or consumed during flight over that territory; or
 - c) taken on board the aircraft of a designated airline of one Contracting Party

in the territory of the other Contracting Party and intended for use in operating the agreed services;

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

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

ARTICLE 16: USER CHARGES

- (1) Each Contracting Party shall use its best efforts to ensure that the user charges imposed or permitted to be imposed by its competent charging bodies on the designated airlines of the other Contracting Party for the use of airports and other aviation facilities are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.
- (2) Neither Contracting Party shall give preference, with respect to user charges, to its own or to any other airline(s) engaged in similar international air services and shall not impose or permit to be imposed, on the designated airline(s) of the other Contracting Party user charges higher than those imposed on its own designated airline(s) operating similar international air services using similar aircraft and associated facilities and services.
- (3) Each Contracting Party shall encourage consultations between its competent charging bodies and the designated airlines of the other Contracting Party using the services and facilities, where practicable through those airlines' representative organisations. Each Contracting Party shall encourage the competent charging bodies to provide users with reasonable notice whenever possible of any proposal for changes in user charges together with relevant supporting information and data, to enable users to express their views before the charges are revised.

ARTICLE 17: TRANSFER OF FUNDS

- (1) Each Contracting Party shall grant to the designated airline(s) of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airline(s) in its territory in connection with the sale of air services.

Such transfers shall be effected in any convertible currency, in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued. Such transfer shall be effected on the basis of official exchange rates or where there is no official exchange rate, such transfers shall be effected on the basis of the prevailing foreign exchange market rates for current payments.

- (2) If a Contracting Party imposes restrictions on the transfer of excess of receipts over expenditure by the designated airlines of the other Contracting Party, that other Contracting Party shall have a right to impose reciprocal restrictions on the designated airlines of the first Contracting Party.
- (3) In the event that there exists, a special agreement between the Contracting Parties for the transfer of funds between the two Contracting Parties, such agreement shall prevail.

ARTICLE 18: LEASING

- (1) Each Contracting Party may prevent the use of leased aircraft for air services under this Agreement which does not comply with Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement.
- (2) Subject to paragraph 1 of this Article, the designated airlines of each Contracting Party may use aircraft (or aircraft and crew) leased from any company, including other airlines, provided that this would not result in a lessor airline exercising traffic rights it does not have.

ARTICLE 19: INTERMODAL SERVICES

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

ARTICLE 20: EXCHANGE OF INFORMATION

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

ARTICLE 21: CONSULTATIONS

- (1) In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with, the provisions of this Agreement.
- (2) Except as provided in Article 6 (Aviation Safety) and Article 7 (Aviation Security) of this Agreement, either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this

Agreement and/or its Annex. Such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days from the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 22: AMENDMENT OF AGREEMENT

- (1) If either Contracting Party considers it desirable to amend any provision of this Agreement or its Annex, it shall notify the other Contracting Party in writing on the need for amendment.
- (2) Any amendment to this Agreement or its Annex agreed upon by the Contracting Parties, shall enter into force upon the completion of the exchange of diplomatic notes confirming such agreement.
- (3) This Agreement shall, subject to the necessary changes, be deemed to have been amended by those provisions of any international convention or multilateral agreement which becomes binding on both Contracting Parties.

ARTICLE 23: SETTLEMENT OF DISPUTES

- (1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement the Contracting Parties shall in the first place endeavor to settle it by consultations or through diplomatic channels.
- (2) If the Contracting Parties fail to reach a settlement by consultations or through diplomatic channels, they may agree to refer the dispute for decision to some person or body, as they may agree on, for mediation.
- (3) If the Contracting Parties do not agree to mediation, or if a settlement is not reached by consultations or through diplomatic channels, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three (3) arbitrators which shall be constituted in the following manner:
 - a) within thirty (30) days of receipt of a written request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as the President of the tribunal, shall be nominated as the third arbitrator by the two appointed arbitrators within sixty (60) days of the appointment of the second arbitrator;
 - b) if within the time limits specified in subparagraph 3(a) of this Article, any appointment has not been made, either Contracting Party may, in writing, request the President of the Council of the International Civil Aviation Organization to make the necessary appointment within thirty (30) days. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice President who is not disqualified on that same ground shall make the appointment. In such case the arbitrator or arbitrators appointed by the said President or the Vice President as the case may be, shall not be nationals or permanent residents of the Contracting Parties to

this Agreement.

- (4) Except as hereinafter provided in this Article or otherwise agreed by the Contracting Parties, the tribunal shall determine the place where the proceedings will be held and the limits of its jurisdiction in accordance with this Agreement. The tribunal shall establish its own procedure. At the direction of the tribunal, or at the written request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated shall be held not later than thirty (30) days after the tribunal is fully constituted.
- (5) Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.
- (6) The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (30) days after both replies are submitted. The decision shall be taken by a majority vote.
- (7) The Contracting Parties may submit written requests for clarification of the decision within fifteen (15) days after they receive the decision of the tribunal, and such clarification shall be issued within fifteen (15) days of such request.
- (8) The Contracting Parties shall comply with any stipulation, provisional ruling or final decision of the tribunal.
- (9) Subject to the final decision of the tribunal, each of the Contracting Parties shall bear the costs of its arbitrator and an equal share of the other costs of the tribunal, including any expenses incurred by the President or Vice President of the Council of the International Civil Aviation Organization in implementing the procedures in subparagraph 3(b) of this Article.
- (10) If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph 6 of this Article, the other Contracting Party may withhold, limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 24: REGISTRATION

This Agreement and any amendments thereto shall be registered upon their entry into force with the International Civil Aviation Organization.

ARTICLE 25: TERMINATION

- (1) Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of notice by the other Contracting Party, unless the

notice to terminate is withdrawn by agreement before the expiry of this period.

- (2) In the absence of acknowledgment of receipt of a notice of termination by the other Contracting Party, notice shall be deemed to have been received by it fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

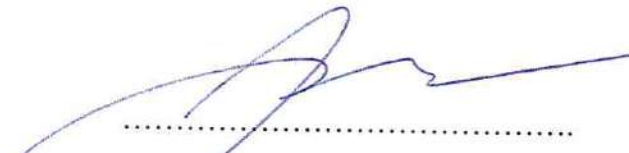
ARTICLE 26: ENTRY INTO FORCE

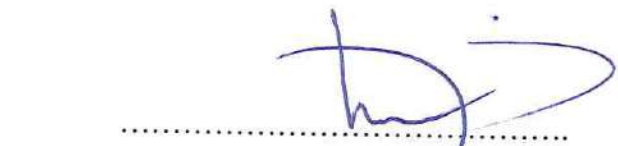
This Agreement shall enter into force on the date of the receipt of the later note in an exchange of Notes through diplomatic channels between the Contracting Parties, confirming that their respective domestic requirements for bringing the Agreement into force have been complied with.

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

In the case of divergency, the English language shall prevail.

Done at Abuja on this 6th day of December of the year 2022


.....
FOR THE GOVERNMENT OF THE
REPUBLIC OF LATVIA


.....
FOR THE GOVERNMENT OF THE
REPUBLIC OF RWANDA

ROUTE SCHEDULE

Section 1:

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

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

Section 2:

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

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

NOTES

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

- (a) operate flights in either or both directions;
- (b) combine different flight numbers within one aircraft operation;
- (c) serve intermediate and beyond points and points in the territories of the Contracting Parties on the routes in any combination and in any order;
- (d) omit stops at any point or points;
- (e) transfer traffic, including code-sharing operations, from any of its aircraft to any of its other aircraft at any point on the routes;
- (f) serve points behind any point in the territory of the Contracting Party designating the airline with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services; and
- (g) make stopovers at any point whether within or outside the territories of the Contracting Parties.

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

(3) The Designated Airlines of each Contracting Party are entitled to exercise fifth freedom traffic rights at any intermediate and/or beyond points of their own choice while operating any type of services (passenger and/or cargo, separately or in combination).

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 013/01 ryo ku wa 26/01/2024 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika ya Latvia na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Abuja muri Nigeria, ku wa 06 Ukuboza 2022	Seen to be annexed to Presidential Order n° 013/01 of 26/01/2024 ratifying the Bilateral Air Services Agreement between the Government of the Republic of Latvia and the Government of the Republic of Rwanda, signed at Abuja, Nigeria, on 06 December 2022	Vu pour être annexé à l'Arrêté Présidentiel n° 013/01 du 26/01/2024 ratifiant l'Accord bilatéral sur les services aériens entre le Gouvernement de la République de Lettonie et le Gouvernement de la République du Rwanda, signé à Abuja, au Nigeria, le 06 décembre 2022
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Kigali, 26/01/2024

(sé)

KAGAME Paul

Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard

Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

Dr UGIRASHEBUJA Emmanuel

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

ITEKA RYA PEREZIDA N° 014/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA MALDIVES NA GUVERINOMA YA REPUBULIKA Y’U RWANDA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 21 KAMENA 2022	PRESIDENTIAL ORDER N° 014/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALDIVES AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 21 JUNE 2022	ARRÊTÉ PRÉSIDENTIEL N° 014/01 DU 26/01/2024 RATIFIANT L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DES MALDIVES ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 21 JUIN 2022
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ITEKA RYA PEREZIDA N° 014/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA MALDIVES NA GUVERINOMA YA REPUBULIKA Y’U RWANDA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 21 KAMENA 2022 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° 019/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika ya Maldives na Guverinoma ya Repubulika y’u Rwanda ajyanye no gutwara abantu n’ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 21 Kamena 2022; Tumaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika ya Maldives na Guverinoma ya Repubulika y’u Rwanda	PRESIDENTIAL ORDER N° 014/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALDIVES AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 21 JUNE 2022 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° 019/2024 of 26/01/2024 approving ratification of the Air Services Agreement between the Government of the Republic of Maldives and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 21 June 2022; After consideration of the Air Services Agreement between the Government of the Republic of Maldives and the Government of	ARRÊTÉ PRÉSIDENTIEL N° 014/01 DU 26/01/2024 RATIFIANT L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DES MALDIVES ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 21 JUIN 2022 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° 019/2024 du 26/01/2024 approuvant la ratification de l’Accord sur les services aériens entre le Gouvernement de la République des Maldives et le Gouvernement de la République du Rwanda, signé à Kigali, Rwanda, le 21 juin 2022 ; Après examen de l’Accord sur les services aériens entre le Gouvernement de la République des Maldives et le Gouvernement
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ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 21 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 ya Maldives na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 21 Kamena 2022, ari ku mugereka w'iri teka, 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.	the Republic of Rwanda, signed at Kigali, Rwanda, on 21 June 2022; On proposal by the Minister of Infrastructure; After consideration and approval by the Cabinet; DO ORDER: <u>Article One: Ratification</u> The Air Services Agreement between the Government of the Republic of Maldives and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 21 June 2022, annexed to this Order, 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.	de la République du Rwanda, signé à Kigali, au Rwanda, le 21 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 sur les services aériens entre le Gouvernement de la République des Maldives et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 21 juin 2022, annexé au présent arrêté, est ratifié et sort son plein et entier effet. <u>Article 2: Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale, et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.
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<u>Ingingo ya 3: Ingingo y’ururimi</u> Iri teka ryateguwe mu rurimi rw’Icyongereza. <u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.	<u>Article 3: Language provision</u> This Order was drafted in English. <u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 3: Disposition linguistique</u> Le présent arrêté a été rédigé en anglais. <u>Article 4: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 26/01/2024

(sé)

KAGAME Paul

Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard

Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

Dr UGIRASHEBUJA Emmanuel

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

UMUGEREKA W'ITEKA RYA PEREZIDA N° 014/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA MALDIVES NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 21 KAMENA 2022	ANNEX TO PRESIDENTIAL ORDER N° 014/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALDIVES AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 21 JUNE 2022	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 014/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DES MALDIVES ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 21 JUIN 2022
AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA YA MALDIVES NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 21 KAMENA 2022	AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALDIVES AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 21 JUNE 2022	ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DES MALDIVES ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 21 JUIN 2022



AIR SERVICES AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF
MALDIVES**

AND

**THE GOVERNMENT OF THE REPUBLIC OF
RWANDA**

The Government of the Republic of Maldives 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 the seventh day of December, 1944;

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories;

Have agreed as follows:

ARTICLE 1 Definitions

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

1. The term “ **the Convention**” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any annex adopted under Article 90 of that Convention and any amendment of the annexes or Convention under Articles 90 and 94 thereof, so far as those annexes and amendments have become effective for or been ratified by both Contracting Parties;
2. The term “**Agreement**” means this Agreement, the Annex attached thereto and any Protocols or similar documents amending the present Agreement or the Annex;
3. The term “**aeronautical authorities**” means: in the case of the Government of the Republic of Maldives; the Maldives Civil Aviation Authority, and in the case of the Government of the Republic of Rwanda, the Ministry in charge of Civil Aviation and Rwanda Civil Aviation Authority, and in both cases any person or body authorized to perform any functions at present exercisable by the said authorities or similar functions;
4. The term “**designated airline**” means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;
5. The terms “**air service**”, “**international air service**”, “**airline**” and “**stop for non-traffic purposes**”, have the meanings respectively assigned to them in Article 96 of the Convention;




6. The term “**Capacity**” in relation to an aircraft means the payload of the aircraft available on the route or section of a route; and in relation to a specified air service means the capacity of aircraft, used on such service, multiplied by the frequency of the flights, operated by such an aircraft over a given period and route or section of route;
7. The terms “**Agreed Services**” and “**specified routes**” have the meaning respectively of scheduled international air services and of routes specified in the Annex to this Agreement;
8. The term “**Tariff**” means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;
9. The term “**User Charges**” means fees or rates levied for the use of airports, navigational facilities and other related services offered by one Contracting Party to the other;
10. The term “**territory**” in relation to a state has the meaning assigned to it in Article 2 of the Chicago Convention.

ARTICLE 2

Applicability of Chicago Convention

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

ARTICLE 3

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of its scheduled international air services:
 - a) the right to fly across its territory without landing;

- b) the right to make stops in its territory for non-traffic purposes.
2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate section of the Schedules annexed to this Agreement. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route, the airlines designated by each Contracting Party shall enjoy in addition to the rights specified in paragraph 1 of this Article the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Schedules annexed to this Agreement for the purpose of taking on board and discharging passengers and cargo including mail, in combination or separately.
 3. Nothing in paragraph (2) of this Article shall be deemed to confer on the airlines of one Contracting Party, the privilege of taking on board, in the territory of the other Contracting Party, passengers and cargo including mail carried for hire or reward and destined for another point in the territory of the other Contracting Party.

ARTICLE 4

Designation and Authorization

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline or airlines for the purposes of operating the agreed services on the specified routes.
2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline designated the appropriate operating authorizations.
3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of



international air services by such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 3 of this Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.
5. When an airline has been so designated and authorized it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 8 of this Agreement, is in force in respect of the service.

ARTICLE 5

Revocation or Suspension of Operating Authorization

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 3 of this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:
 - a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in the nationals of such Contracting Party; or
 - b) in the case of failure by that airline to comply with laws or regulations of the Contracting Party granting these rights; or
 - c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
2. Unless immediate revocation, suspension, or imposition of the conditions mentioned in paragraph (1) of this Article is essential to

prevent further infringement of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 6
Exemption from Customs and other Duties

1. Aircraft operated on international air services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, and aircraft stores (including food, beverages, tobacco) on board such aircraft shall be exempted from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.
2. They shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed,
 - a) aircraft stores taken on board in the territory of a Contracting Party, and for use on board outbound aircraft engaged in an international air service of the other Contracting Party;
 - b) spare parts and regular equipment introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Contracting Party;
 - c) fuel and lubricants supplied in the territory of a Contracting Party to outbound aircraft of a designated airline of the other Contracting Party engaged in an international air service, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board;
 - d) advertising materials, uniform items and airline documentation having no commercial value used by the

designated airlines of one Contracting Party in the territory of the other Contracting Party;

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

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

3. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to a very simplified control. Baggage and cargo in direct transit only shall be exempt from customs duties and other similar taxes.
4. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such a case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

ARTICLE 7

Principles Governing Operation of Agreed Services

1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.
2. In operating the agreed services, the designated airline of one Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.
3. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements

of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers and cargo including mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo including mail both taken on board and discharged at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

- a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
 - b) traffic requirements of the area through which the agreed service passes, after taking account of other transport services established by airlines of the States comprising the area; and
 - c) the requirements of through airline operation.
4. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and anti-competitive or predatory practices in the exercise of the rights and entitlements set out in this Agreement.
 5. Each Contracting Party shall allow the Designated Airlines to determine the capacity and the number of frequencies to be operated based upon commercial consideration in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequencies or regularity of service or the aircraft type(s) operated by the Designated Airlines of the other Contracting Party, except as may be required for customs, technical, operational or environmental requirements under uniform conditions consistent with Article 15 of the Convention.

ARTICLE 8 Tariffs

1. Each Contracting Party shall allow Tariffs for air transportation to be established by each Designated Airline based upon commercial considerations in the marketplace. Intervention by the Contracting

Parties shall be limited to:-

- (a) prevention of Tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
 - (b) protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c) protection of Designated Airlines from tariffs that are artificially low.
2. Tariffs for international air transportation between the Territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the Designated Airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed tariffs to the Aeronautical Authorities of the Contracting Parties in a manner and format acceptable to those Aeronautical Authorities.
3. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by a Designated Airlines of either Contracting Party for international air transportation. If either Contracting Party believes that any such tariff is in consistence with the considerations set forth in paragraph (1) of this Article, it shall request for consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement to the contrary, the tariff shall go into effect or continue in effect.

ARTICLE 9

Approval of Time-Tables

The designated airline shall submit for approval to the aeronautical authorities of the other Contracting Party the flight time-table including the




type of aircraft to be used as well as the capacity. This should be submitted not later than (30) days prior to the inauguration of the scheduled flights. This requirement shall also apply to later amendments. In special cases, if necessary, the mentioned time limit may be reduced after consultation between the mentioned authorities.

ARTICLE 10 **Provision of Statistics**

The aeronautical authorities of a Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the Contracting Party referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

ARTICLE 11 **Transfer of Earnings**

1. Each Contracting Party shall grant to the designated airline of the other Contracting Party, the right of free transfer of the excess receipts over expenditure earned in the territory of the respective Contracting Party. Such transfer shall be effected on the basis of official exchange rates or where there are no official exchange rates, at the prevailing foreign exchange market rates for current payment.
2. If a Contracting Party imposes restrictions on the transfer of excess receipts over expenditure by the designated airline of the other Contracting Party, the latter shall have the right to impose reciprocal restrictions on the designated airline of that Contracting Party.

Article 12 **Aviation Security**

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without

limiting their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, done at Montreal on 24 February 1988, and the provisions of multilateral agreements which will become binding on both Contracting Parties.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to both Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.
4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party.
5. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the

other Contracting Party for reasonable special security measures to meet a particular threat.

6. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such an incident or threat thereof.
7. Should one Contracting Party have problems with regard to the aviation security provisions of this Article, the aeronautical authorities of either Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party.

Article 13 **Aviation Safety**

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 5 of this Agreement.
3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the airline of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, on board

and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

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

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

Article 14
User Charges

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

ARTICLE 15
Place of Taxation

1. The revenue derived from International traffic operations by an airline designated by a Contracting Party shall be taxable only in the State where the headquarters of the said airline are situated.
2. In case a particular Agreement exists between the Contracting Parties on this subject, the provisions of that Agreement shall be applicable.

ARTICLE 16
Applicability of National Legislation

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

ARTICLE 17
Intermodal Services

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

ARTICLE 18
Code-share/Cooperative arrangements

1. In operating or holding out the agreed services on the specified routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements such as code-sharing, blocked-space, or any other joint venture arrangements with:
 - a) an airline(s) of the same Contracting Party, or
 - b) an airline(s) of the other Contracting Party; or
 - c) an airline(s) of a third country,

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

2. The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-shared flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary information in the following ways:
 - a) Orally and, if possible, in writing at the time of booking;
 - b) In written form, on the ticket itself and/or (if not possible), on the itinerary document accompanying the ticket or on any other document replacing the ticket, such as a written confirmation, including information on whom to contact in case of a problem and a clear indication of which airline is responsible in case of damage or accident; and
 - c) Orally again, by the airline's ground staff at all stages of the journey.

3. All code-sharing arrangements shall be notified to the appropriate Aeronautical Authorities prior to implementation.
4. It is the common understanding of both Contracting Parties that code-sharing services are not counted against the frequency entitlement of the marketing airline.

ARTICLE 19 **Commercial Activities**

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

ARTICLE 20 **Consultation**

1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the annexed Schedules and shall consult when necessary to provide for modifications thereof.
2. Either Contracting Party may request consultation in writing which shall begin within a period of sixty (60) days of the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

ARTICLE 21
Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall, at the request of either Contracting Party be submitted for decision to a tribunal of three (3) arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may, at the request of either Contracting Party, appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.
3. Each Contracting Party shall bear the costs of the arbitrator it has nominated as well as of its representation in the arbitral proceedings. The cost of the President and any other costs shall be borne in equal parts by the Contracting Parties.
4. The Contracting Party shall comply with any decision given under paragraph (2) of this Article.

ARTICLE 22
Amendments

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, such modifications, if agreed between the Contracting Parties and if necessary after consultation in accordance with Article 20 of this Agreement, shall come into

effect when confirmed by an exchange of notes, through the diplomatic channels.

2. If the amendment relates to the provisions of the Agreement other than those of the annexed Schedules, the amendment shall be approved by each Contracting Party in accordance with its constitutional procedures.
3. If the amendment relates only to the provisions of the annexed Schedules, it shall be agreed upon between the aeronautical authorities of both Contracting Parties.

ARTICLE 23

Registration with the International Civil Aviation Organization

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

ARTICLE 24

Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating services provided for in this Agreement, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.
2. If the privileges or conditions of the licences or certificates referred to in paragraph (1) above, issued by the Aeronautical Authorities of one Contracting Party to any person or designated airline or in respect of an aircraft operating the agreed services on the specified routes would permit a difference from the standards established under the Convention, and which difference has been filed with the



International Civil Aviation Organization, the Aeronautical Authorities of the other Contracting Party may request consultations in accordance with Article 20 of this Agreement with the Aeronautical Authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement will constitute grounds for the application of Article 5 of this Agreement.

ARTICLE 25
Conformity with Multilateral Conventions

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

ARTICLE 26
Annexes

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

ARTICLE 27
Termination

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 28
Entry into Force

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

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

Signed in Kigali, Rwanda on 21st June 2022 in two original copies, in the English language.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF MALDIVES**



H.E. Ahmed KHALEEL
Minister of State for
Foreign Affairs

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



Vincent BIRUTA
Minister of Foreign Affairs
and International Cooperation.

ANNEX**Route Schedule 1**

1. Routes to be operated by the designated airline of the Republic of Maldives:

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

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

Route Schedule 2

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

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

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

Notes:

(*) The intermediate points and beyond points on the above routes, and 5th freedom traffic rights which may be exercised at such points by the designated airlines, shall be jointly determined between the aeronautical

authorities of both Contracting Parties through correspondence and or meetings.

(*) Intermediate and beyond points may be omitted by the designated airline(s) on any or all flights at their discretion provided that such services on this route shall start and terminate in the territory of the Contracting Party designating the airline.



Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 014/01 ryo ku wa 26/01/2024 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika ya Maldives na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 21 Kamena 2022	Seen to be annexed to Presidential Order n° 014/01 of 26/01/2024 ratifying the Air Services Agreement between the Government of the Republic of Maldives and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 21 June 2022	Vu pour être annexé à l'Arrêté Présidentiel n° 014/01 du 26/01/2024 ratifiant l'Accord sur les services aériens entre le Gouvernement de la République des Maldives et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 21 juin 2022
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Kigali, 26/01/2024

(sé)

KAGAME Paul

Perezida wa Repubulika
President of the Republic
Président de la République

(sé)

Dr NGIRENTE Edouard

Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

Dr UGIRASHEBUJA Emmanuel

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

ITEKA RYA PEREZIDA N° 015/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA MALTA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 11 GICURASI 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° 015/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALTA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 11 MAY 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° 015/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE MALTE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 11 MAI 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° 015/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA MALTA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 11 GICURASI 2023 Twebwe, KAGAME Paul, Perezida wa Repubulika; Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, cyane cyane mu ngingo zaryo, iya 112 n'ya 168; Dushingiye ku Itegeko n° 020/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya Malta na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 11 Gicurasi 2023; Tumaze gusuzuma Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya Malta na Guverinoma ya Repubulika y'u Rwanda,	PRESIDENTIAL ORDER N° 015/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALTA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 11 MAY 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° 020/2024 of 26/01/2024 approving ratification of the Air Services Agreement between the Government of the Republic of Malta and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 11 May 2023; After consideration of the Air Services Agreement between the Government of the Republic of Malta and the Government of the	ARRÊTÉ PRÉSIDENTIEL N° 015/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE MALTE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 11 MAI 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° 020/2024 du 26/01/2024 portant approbation de ratification de l'Accord sur les services aériens entre le Gouvernement de la République de Malte et le Gouvernement de la République du Rwanda , signé à Kigali, Rwanda, le 11 mai 2023 ; Après examen de l'Accord sur les services aériens entre le Gouvernement de la République de Malte et le Gouvernement de
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yashyiriweho umukono i Kigali mu Rwanda, ku wa 11 Gicurasi 2023; Bisabwe na Minisitiri w'Ibikorwa Remezo; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; DUTEGETSE: <u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya Malta na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 11 Gicurasi 2023, ari ku mugereka w'iri teka, 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.	Republic of Rwanda, signed at Kigali, Rwanda, on 11 May 2023; On proposal by the Minister of Infrastructure; After consideration and approval by the Cabinet; DO ORDER: <u>Article One: Ratification</u> The Air Services Agreement between the Government of the Republic of Malta and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 11 May 2023, annexed to this Order, 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.	la République du Rwanda, signé à Kigali, au Rwanda, le 11 mai 2023 ; Sur proposition du Ministre des Infrastructures ; Après examen et adoption par le Conseil des Ministres ; ARRÊTONS : <u>Article premier: Ratification</u> L'Accord sur les services aériens entre le Gouvernement de la République de Malte et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 11 mai 2023, annexé au présent arrêté, 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, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

UMUGEREKA W'ITEKA RYA PEREZIDA N° 015/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA MALTA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 11 GICURASI 2023	ANNEX TO PRESIDENTIAL ORDER N° 015/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALTA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 11 MAY 2023	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 015/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE MALTE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 11 MAI 2023
AMASEZERANO AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE HAGATI YA GUVERINOMA YA REPUBULIKA YA MALTA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 11 GICURASI 2023	AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALTA AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 11 MAY 2023	ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DE MALTE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 11 MAI 2023

AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF MALTA
AND
THE GOVERNMENT OF THE REPUBLIC OF RWANDA

13 For.

AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF MALTA
AND
THE GOVERNMENT OF THE REPUBLIC OF RWANDA

The Government of the Republic of Malta and the Government of the Republic of Rwanda (hereinafter, “the Contracting Parties”);

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

DESIRING to contribute to the progress of international civil aviation;

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

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Definitions

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

- (a) **“aeronautical authorities”** means in the case of the Government of the Republic of Malta, the Minister responsible for Civil Aviation, and in the case of the Government of the Republic of Rwanda, the Ministry in charge of Civil Aviation; or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;
- (b) **“Agreement”** means this Agreement, its Annex and any amendments thereto all of which shall form an integral part thereof;
- (c) **“air service”, “international air service”, “airline” and “stop for non-traffic purposes”** have the meanings assigned to them in Article 96 of the Convention;
- (d) **“air transportation”** means the public carriage by aircraft of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
- (e) **“Annex”** means the Annex (Route Schedule) to this Agreement or as amended in accordance with the provisions of Article 25 (Amendments) of this Agreement. The Annex forms an integral part of this Agreement, and all references to the Agreement shall include references to the Annex except where otherwise explicitly provided;
- (f) **“capacity”** in relation to an aircraft means the payload of that aircraft available on a route or a section of a route;

- (g) **“capacity”** in relation to an agreed air service means the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or a section of a route;
- (h) **“Convention”** means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any Annex adopted under Article 90 of that Convention and any amendments of the Annexes or Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Contracting Parties;
- (i) **“designated airline”** means an airline, designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;
- (j) **“EU Treaties”** shall be understood as referring to the Treaty on European Union and the Treaty on the Functioning of the European Union;
- (k) **“EU Member State”** shall mean a State that is a contracting party to the EU Treaties;
- (l) **“ICAO”** means the International Civil Aviation Organization;
- (m) **“international air transportation”** is air transportation in which the passengers, baggage, cargo and mail which are taken on board in the territory of one State are destined to another State;
- (n) **“tariff”** means the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail;
- (o) **“territory”** in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- (p) **“user charges”** means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo;
- (q) **“nationals of the Republic of Malta”** shall be understood as referring to nationals of EU Member States; and
- (r) **“airlines of the Republic of Malta”** shall be understood as referring to airlines designated by the Republic of Malta.



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ARTICLE 2
Grant of Rights

1. 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 (Route Schedule) to this Agreement. Such services and routes are hereinafter called “the agreed services” and “the specified routes” respectively.
2. Subject to the provisions of this Agreement, the airline(s) designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:
 - (a) the right to fly without landing across the territory of the other Contracting Party;
 - (b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes; and
 - (c) the right to make stops at the point(s) on the route(s) specified in the Annex (Route Schedule) to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo and mail separately or in combination.
3. Nothing in paragraph 2 of this Article shall be deemed to confer on the airline(s) of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration 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 in writing to the other Contracting Party one or more airlines to operate the agreed services and to withdraw or alter such designation.
2. On receipt of such a designation, the aeronautical authority of the other Contracting Party shall grant the appropriate operating authorisation and permissions with minimum procedural delay, provided that:
 - (a) in the case of an airline designated by the Republic of Malta:
 - (i) the airline is established in the territory of the Republic of Malta under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and
 - (ii) effective regulatory control of the airline is exercised and maintained by the EU Member State responsible for issuing its Air Operator Certificate and the relevant aeronautical authority is clearly identified in the designation; and
 - (iii) the airline is owned, directly or through majority ownership and it is effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such States;
 - (b) in the case of an airline designated by the Republic of Rwanda:
 - (i) it is established in the territory of the Republic of Rwanda and has a valid Operating Licence in accordance with the applicable law of the Republic of Rwanda; and
 - (ii) effective regulatory control of the airline is exercised and maintained by the Republic of Rwanda;
 - (c) the standards set forth in Article 8 (Aviation Safety) and Article 9 (Aviation Security) are being maintained and administered;
 - (d) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Contracting Party receiving the designation.
3. When an airline has been so designated and authorised, it may begin at any time to operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4

Revocation, Suspension or Limitation of Authorisation

1. Each Contracting Party may revoke, suspend or limit the operating authorisations or technical permissions of an airline designated by the other Contracting Party where:
 - (a) in the case of an airline designated by the Republic of Malta:
 - (i) the airline is not established in the territory of the Republic of Malta under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or
 - (ii) effective regulatory control of the airline is not exercised or not maintained by the EU Member State responsible for issuing its Air Operator Certificate or the relevant aeronautical authority is not clearly identified in the designation; or
 - (iii) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such States;
 - (b) in the case of an airline designated by Republic of Rwanda:
 - (i) it is not established in the territory of the Republic of Rwanda or does not have a valid Operating Licence in accordance with the applicable law of the Republic of Rwanda; or
 - (ii) effective regulatory control of the airline is not exercised or not maintained by the Republic of Rwanda;
 - (c) the airline has failed to comply with the laws and regulations referred to in Article 5 (Application of Laws and Regulations) of this Agreement;
 - (d) the Contracting Party designating the airline fails to comply with the provisions set forth in Article 8 (Aviation Safety), Article 9 (Aviation Security) and Article 15 (Fair Competition).
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 between the aeronautical authorities in conformity with Article 23 (Consultations) of this Agreement.

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ARTICLE 5

Application of Laws and Regulations

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air services or the operation and navigation of such aircraft while within its territory shall apply to the designated airline(s) of the other Contracting Party.
2. The laws and regulations of one Contracting Party governing entry into, stay in and departure from its territory of passengers, crew and cargo including mail such as those regarding 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. Neither Contracting Party shall give preference to its own or any other airline over a designated airline(s) of the other Contracting Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

ARTICLE 6

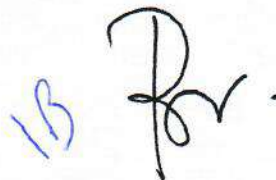
Direct Transit

Passengers, baggage and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall not undergo any examination except for reasons of aviation security, narcotics control, prevention of illegal entry or in special circumstances.

ARTICLE 7

Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of one Contracting Party, including, in the case of the Republic of Malta, European Union laws and regulations and unexpired shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes, provided always that such certificates or licences were issued, or validated, equal or above the minimum standards established under the Convention.
2. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flights above or landing within its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.



ARTICLE 8

Aviation Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.
2. If following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed shall be grounds for the application of Article 4 (Revocation, Suspension or Limitation of Authorisation) of this Agreement.
3. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by the airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
4. If any ramp inspection or series of ramp inspections gives rise to:
 - (a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
 - (b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.
5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline of one Contracting Party in accordance with paragraph 3 of this Article above is denied by the representative of that airline, the other Contracting Party

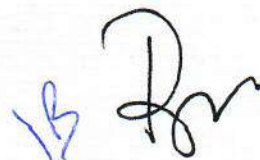
shall be free to infer that serious concerns of the type referred to in paragraph 4 of this Article above arise and draw the conclusions referred in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 of this Article above shall be discontinued once the basis for the taking of that action ceases to exist.
8. When the Republic of Malta has designated an airline whose regulatory control is exercised and maintained by another EU Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other EU Member State and in respect of the operating authorisation of that airline.

ARTICLE 9

Aviation Security

1. The Contracting Parties reaffirm, consistent with their rights and obligations under international law, that their obligations to each other to protect the security of civil aviation against acts of unlawful interference form 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, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation signed at Montreal on 24 February 1988, the Convention on Marking of Plastic Explosives for the purpose of Detection, done at Montreal on 1 March 1991, as well as any other Convention and Protocol relating to the security of civil aviation which both Contracting Parties adhere to.
2. The Contracting Parties shall provide, upon request, all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the ICAO and designated as Annexes to the Chicago Convention to the extent that such security provisions are applicable to the Contracting



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

4. Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are adjusted to meet the increase in the threat. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in that country, including, in the case of Republic of Malta, European Union law. Each Contracting Party shall also act favourably upon 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 occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate as 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 provisions of this Article, the first Contracting Party may request immediate consultations with the other Contracting Party. These consultations will be aimed to reach an agreement upon the measures suitable to eliminate the more immediate reasons of worry and to adopt in the framework of the ICAO security standards, the actions necessary to establish the appropriate conditions of security.
7. Each Contracting Party shall take such measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference which has landed in its territory is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

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ARTICLE 10

Aircraft Leasing

1. Any designated airline of either Contracting Party may operate the capacity entitlements by using their own aircraft, dry or wet leased aircraft, provided that:
 - (a) the operating aircraft and crew shall comply with the relevant requirements of both Contracting Parties;
 - (b) where aircraft is wet-leased from airlines of third countries, only the lessee airlines will be entitled to exercise traffic rights on the services performed; and
 - (c) in the case of wet-leased aircraft from third countries, the designated airlines concerned shall submit liability, insurance and other relevant documents to relevant authorities of both Contracting Parties as required while filing the applications.
2. Either Contracting Party may prevent the use of leased aircraft for services under this Agreement which do not meet the applicable safety and security requirements.
3. Any leasing arrangement shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

ARTICLE 11

Code-share Arrangements

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

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

provided that (i) the operating carrier holds the appropriate traffic rights and (ii) the marketing carriers hold the appropriate route rights within the relevant bilateral provisions and (in) the arrangements meet the requirements relating to safety and competition normally applied to such arrangements. In respect of passenger transport sold involving code-shares, the purchaser shall be informed at the point of sale, or in any case at check-in, or on boarding where no check-in is required for a connecting flight, which transport providers will operate each sector of the service.

ARTICLE 12**Intermodal Transport**

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

ARTICLE 13**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 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 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 24 (Settlement of Disputes) of this Agreement, 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

Exemption from Taxes, Customs Duties and other Charges

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

5. Baggage and cargo in direct transit across the territory of a Contracting Party shall be exempt from taxes, customs duties, fees and other similar charges not based on the cost of services on arrival or departure.
6. The exemptions provided by this Article shall also be available where the designated airlines of one Contracting Party have contracted with another airline, which similarly enjoys such exemptions from the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of this Article.

ARTICLE 15

Fair Competition

1. The Contracting Parties acknowledge that it is their joint objective to have a fair and competitive environment and fair and equal opportunity for the airlines of both Contracting Parties to compete in operating the agreed services on the specified routes. Therefore, the Contracting Parties shall take all appropriate measures to ensure the full enforcement of this objective.
2. The Contracting Parties assert that free, fair and undistorted competition is important to promote the objectives of this Agreement and note that the existence of comprehensive competition laws and of an independent competition authority as well as the sound and effective enforcement of their respective competition laws are important for the efficient provision of air transport services. The competition laws of each Contracting Party addressing the issues covered by this Article, as amended from time to time, shall apply to the operation of the air carriers within the jurisdiction of the respective Contracting Party. The Contracting Parties share the objectives of compatibility and convergence of Competition law and of its effective application. They will cooperate as appropriate and where relevant on the effective application of competition law, including by allowing the disclosure, in accordance with their respective rules and jurisprudence, by their respective airline(s) or other nationals of information pertinent to a competition law action by the competition authorities of each other.
3. Any action taken pursuant to this Article shall fall under the exclusive responsibility of the Contracting Parties and shall be exclusively directed towards the other Contracting Party and/or to airline(s) providing air transport services to/from the Contracting Parties.

4. Each Contracting Party shall eliminate all forms of discrimination or unfair practices which would adversely affect the fair and equal opportunity of the airlines of the other Contracting Party to compete in providing air transport services.
5. Each Contracting Party shall effectively apply antitrust laws in accordance with paragraph 2, and shall prohibit airline(s):
 - (a) in conjunction with any other airline(s) to enter into agreements, take decisions or engage in concerted practices which may affect air transport services to/from that Contracting Party and which have as their object or effect the prevention, restriction or distortion of competition. This prohibition may be declared inapplicable where such agreements, decisions or practices contribute to improving the production or distribution of services or to promoting technical or economic progress, while allowing consumers a fair share of the resulting benefit, and do not: (a) impose on the airlines concerned restrictions which are not indispensable to the attainment of these objectives; (b) afford such airlines the possibility of eliminating competition in respect of a substantial part of the services in question, and
 - (b) to abuse a dominant position in a way which may affect air transport services to/from that Contracting Party.
6. Each Contracting Party shall entrust the enforcement of the antitrust rules referred to in paragraph 5 above exclusively to its relevant and independent competition authority and/or court.
7. Without prejudice to any action undertaken by the relevant competition authority and/or court for the enforcement of the rules referred to in paragraph 5, if one Contracting Party finds that an airline suffers from an alleged violation of paragraph 5 above and that this can be substantiated, it may submit observations in writing to the other Contracting Party. After informing the other Contracting Party, a Contracting Party may also approach responsible government entities in the territory of the other Contracting Party, including entities at the central, regional, provincial or local level to discuss matters relating to this Article. Moreover, a Contracting Party may request consultations on this matter with the other Contracting Party with a view to solving the problem. Such consultations shall start within a period of thirty (30) days of the receipt of the request. In the meantime, the Contracting Parties shall exchange sufficient information to enable a full examination of the concern expressed by one of the Contracting Parties.
8. If the Contracting Parties fail to reach a resolution of the matter through consultations within thirty (30) days from the start of consultations or consultations do not start within a period of thirty (30) days of the receipt of the request concerning an alleged violation of paragraph 5, and provided the relevant competent competition authority or court has found an antitrust violation, the Contracting Party which requested the consultation shall have the right to suspend the exercise of the rights specified in this Agreement by the



airline(s) of the other Contracting Party by refusing, withholding, revoking or suspending the operating authorisation/permit, or to impose such conditions as it may deem necessary on the exercise of such rights. Any action taken pursuant to this paragraph shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary.

ARTICLE 16

Computer reservation systems

1. Computer reservation systems (hereinafter CRS) vendors operating in the territory of one Contracting Party shall be entitled to bring in, maintain, and make freely available their CRSs to travel agencies or travel companies whose principal business is the distribution of travel-related products in the territory of the other Contracting Party provided the CRS complies with any relevant regulatory requirements of the other Contracting Party.
2. The Contracting Parties shall annul any existing requirement, which could restrict free access by one Contracting Party's CRSs to the other Contracting Party's market or otherwise limit competition. The Contracting Parties shall refrain from adopting such requirements in the future.
3. Neither Contracting Party shall, in its territory, impose or permit to be imposed on the CRS vendors of the other Contracting Party requirements with respect to CRS displays different from those imposed on its own CRS vendors or any other CRS operating on its market. Neither Contracting Party shall prevent the conclusion of agreements between CRS vendors, their providers and their subscribers related to the exchange of travel services information and which are facilitating the display of comprehensive and unbiased information to consumers, or the fulfilment of regulatory requirements on neutral displays.
4. Owners and operators of CRSs of one Contracting Party that comply with the relevant regulatory requirements of the other Contracting Party, if any, shall have the same opportunity to own CRSs within the territory of the other Contracting Party as do the owners and operators of any other CRS operating in the market of that Contracting Party.

ARTICLE 17

Capacity

1. 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.
2. 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.

3. Neither Contracting Party shall impose on the other Contracting Party's designated airlines a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.
4. Each Contracting Party may require the filing of traffic programmes and individual flights or operational plans by the designated airlines of the other Contracting Party. The administrative burden of filing requirements shall be minimised and all filings shall be dealt with promptly by the respective aeronautical authorities.

ARTICLE 18

Tariffs

1. Each Contracting Party shall allow tariffs for air services to be established by each designated airline(s) based upon commercial considerations in the market place. Neither Contracting Party shall require their airline(s) to consult other airlines about tariffs they charge or propose to charge for services covered by these arrangements.
2. Each Contracting Party may require notification or filing of any tariff to be charged by its own designated airline or airlines. Neither Contracting Party shall require notification or filing of any tariff to be charged by the designated airline or airlines of the other Contracting Party. Tariffs may remain in effect unless subsequently disapproved under paragraphs 4 and 5 of this Article below.
3. Intervention by the Contracting Parties shall be limited to:
 - (a) the protection of consumers from tariffs that are excessive due to the abuse of market power;
 - (b) 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 one of its own designated airline(s). 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 of this Article above.
5. 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 an airline(s) of the other Contracting Party. If one Contracting Party believes that any such tariff is inconsistent with the considerations set out in paragraph 3 of this Article 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 fourteen (14) days after receipt of the request. Without a mutual agreement the tariff shall take effect or continue in effect.

ARTICLE 19

Transfer of Earnings

Each Contracting Party grants to the designated airline(s) of the other Contracting Party the right of free transfer in any freely convertible currencies in accordance with the foreign exchange regulations in force of the excess of receipts over expenditure earned by that airline(s) in its territory in connection with the carriage of passengers, mail and cargo.

ARTICLE 20

Airline Representation and Sales

1. The designated airline(s) of each Contracting Party shall have the right, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring into and maintain in the territory of that other Contracting Party their representatives and commercial, technical, operational and other specialist staff who are required for the promotion or provision of air transportation.
2. The designated airline(s) of one Contracting Party shall have the right to establish in the territory of the other Contracting Party an office or offices for promotion of air transportation and sale of the air transportation services, subject to the laws and regulations in force in the territory of the latter Contracting Party.

ARTICLE 21

Ground Handling

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

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ARTICLE 22

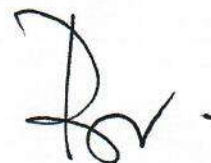
Avoidance of Double Taxation

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

ARTICLE 23

Consultations

1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with the provisions of this Agreement and Annex and shall consult when necessary to provide for modification thereof.
2. Either Contracting Party may request consultations which may be through discussion or by correspondence and shall begin within a period of sixty (60) days of the date of the request, unless both Contracting Parties agree to an extension of this period.

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ARTICLE 24
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 and negotiation.
2. If the Contracting Parties fail to reach a settlement through consultations, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, the President of the Council of the International Civil Aviation Organisation at the request of either Contracting Party may appoint an arbitrator or arbitrators as the case requires. In such a case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.
3. The Contracting Parties shall comply with any decision given under paragraph 2 of this Article.
4. If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with the requirements of paragraph 3 of this Article, the other Contracting Party may limit or revoke any right which it has granted by virtue of this Agreement.
5. The expenses of the national arbitrators shall be borne by the respective Contracting Parties. All other expenses of the arbitral tribunal, including the fees and expenses of the third arbitrator shall be shared equally.

ARTICLE 25
Amendments

1. If either Contracting Party considers it desirable to amend any provisions of this Agreement, it may at any time request consultation with the other Contracting Party. Such consultation may be through discussions or by correspondence and shall begin within a period of sixty (60) days from the date of receipt of the request. Any amendments so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

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2. Amendments of the Annex may be made by direct agreement between the aeronautical authorities of the Contracting Parties and confirmed by an exchange of diplomatic notes.

ARTICLE 26

Multilateral Conventions

If any multilateral convention concerning air transportation enters into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with Article 23 (Consultations) 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 27

Termination

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

ARTICLE 28

Registration with ICAO

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



ANNEX

Route Schedule

Section A

The designated airline or airlines of the Republic of Malta shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any points in Malta	Any points	Any points in Rwanda	Any points

Section B

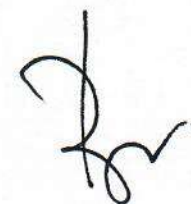
The designated airline or airlines of the Republic of Rwanda shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any points in Rwanda	Any points	Any points in Malta	Any points

Section C

Notes on the routes to be operated by the designated airline(s) of both Contracting Parties:

1. Intermediate points and/or beyond points on any of the specified routes are to be specified and agreed by the aeronautical authorities of both Contracting Parties.
2. Intermediate points and/or beyond points on any of the specified routes may be omitted on any flight provided that the agreed services on the routes begin or end in the territory of the Contracting Party which has designated the airline.
3. Each designated airline may serve any intermediate points and/or beyond points on condition that no fifth freedom traffic rights shall be exercised between these points and the territory of the other Contracting Party.
4. The exercise of fifth freedom traffic rights on the specified intermediate and/or beyond points shall be subject to the approval of the aeronautical authorities of both Contracting Parties.




ARTICLE 29
Entry into Force

This Agreement shall enter into force on the date of the last notification through the exchange of diplomatic notes by one Contracting Party to the other Contracting Party that it has completed the internal legal procedures necessary in accordance with its laws and regulations for the entry into force of this Agreement.

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

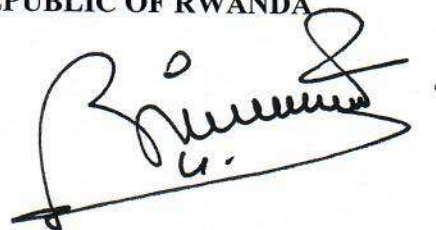
Done in **Kigali** on the **11th of May 2023**, in two original copies, in the English language.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF MALTA**



Dr. Ian BORG MP
Minister for Foreign and
European Affairs and Trade

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



Vincent BIRUTA
Minister of Foreign Affairs and
International Cooperation

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 015/01 ryo ku wa 26/01/2024 ryemeza burundu Amasezerano ajyanye no gutwara abantu n'ibintu mu kirere hagati ya Guverinoma ya Repubulika ya Malta na Guverinoma ya Repubulika y'u Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 11 Gicurasi 2023	Seen to be annexed to Presidential Order n° 015/01 of 26/01/2024 ratifying the Air Services Agreement between the Government of the Republic of Malta and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 11 May 2023	Vu pour être annexé à l'Arrêté Présidentiel n° 015/01 du 26/01/2024 ratifiant l'Accord sur les services aériens entre le Gouvernement de la République de Malte et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 11 mai 2023
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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

ITEKA RYA PEREZIDA N° 016/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA REPUBULIKA YA ISILAMU YA MAURITANIE AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NOUAKCHOTT MURI MAURITANIE, KU WA 23 GASHYANTARE 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° 016/01 OF 26/01/2024 RATIFYING THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF MAURITANIA, SIGNED AT NOUAKCHOTT, MAURITANIA, ON 23 FEBRUARY 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° 016/01 DU 26/01/2024 RATIFIANT L’ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE ISLAMIQUE DE MAURITANIE, SIGNÉ À NOUAKCHOTT, EN MAURITANIE LE 23 FÉVRIER 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° 016/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA REPUBULIKA YA ISILAMU YA MAURITANIE AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I NOUAKCHOTT MURI MAURITANIE, KU WA 23 GASHYANTARE 2022 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° 021/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y’u Rwanda na Guverinoma ya Repubulika ya Isilamu ya Mauritanie ajyanye no gutwara abantu n’ibintu mu kirere, yashyiriweho umukono i Nouakchott muri Mauritanie, ku wa 23 Gashyantare 2022;	PRESIDENTIAL ORDER N° 016/01 OF 26/01/2024 RATIFYING THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF MAURITANIA, SIGNED AT NOUAKCHOTT, MAURITANIA, ON 23 FEBRUARY 2022 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° 021/2024 ryo ku wa 26/01/2024 approving ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of the Islamic Republic of Mauritania, signed at Nouakchott, Mauritania, on 23 February 2022;	ARRÊTÉ PRÉSIDENTIEL N° 016/01 DU 26/01/2024 RATIFIANT L’ACCORD RELATIF AU TRANSPORT AÉRIEN ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE ISLAMIQUE DE MAURITANIE, SIGNÉ À NOUAKCHOTT, EN MAURITANIE LE 23 FÉVRIER 2022 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° 021/2024 ryo ku wa 26/01/2024 portant approbation de ratification de l’Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Islamique de Mauritanie, signé à Nouakchott, Mauritanie, le 23 février 2022 ;
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Tumaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Isilamu ya Mauritanie ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Nouakchott muri Mauritanie, ku wa 23 Gashyantare 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 Repubulika ya Isilamu ya Mauritanie ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Nouakchott muri Mauritanie, ku wa 23 Gashyantare 2022, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.	After consideration of the Air Transport Agreement between the Government of the Republic of Rwanda and the Government of the Islamic Republic of Mauritania, signed at Nouakchott, Mauritania, on 23 February 2022; On proposal by the Minister of Infrastructure; After consideration and approval by the Cabinet; DO ORDER: <u>Article One: Ratification</u> The Air Transport Agreement between the Government of the Republic of Rwanda and the Government of the Islamic Republic of Mauritania, signed at Nouakchott, Mauritania, on 23 February 2022, annexed to this Order, is ratified and becomes fully effective.	Après examen de l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Islamique de Mauritanie, signé à Nouakchott, en Mauritanie, le 23 février 2022 ; Sur proposition du Ministre des Infrastructures ; Après examen et adoption par le Conseil des Ministres ; ARRÊTONS : <u>Article premier : Ratification</u> L'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Islamique de Mauritanie, signé à Nouakchott, en Mauritanie, le 23 février 2022, annexé au présent arrêté, est ratifié et sort son plein et entier effet.
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<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. <u>Ingingo ya 3: Ingingo y’ururimi</u> Iri teka ryateguwe mu rurimi rw’Igifaransa. <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 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. <u>Article 3: Language provision</u> This Order was drafted in French. <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 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. <u>Article 3 : Disposition linguistique</u> Le présent arrêté a été rédigé en français. <u>Article 4 : Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 26/01/2024

(sé)

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

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Dr NGIRENTE Edouard
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ACCORD RELATIF AU TRANSPORT AERIEN

ENTRE

LE GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA

ET

LE GOUVERNEMENT DE LA REPUBLIQUE ISLAMIQUE DE MAURITANIE



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Préambule

Le Gouvernement de la République du Rwanda et le Gouvernement de la République Islamique de Mauritanie (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;

Désireux de coopérer et de faciliter le développement des opportunités de transport aérien international entre leurs territoires respectifs et au-delà;

Reconnaissant que des services aériens internationaux efficaces et compétitifs favorisent le commerce, la satisfaction des besoins des consommateurs et la croissance économique; et

Désireux d'assurer le plus haut degré de sécurité et de sûreté aux services aériens internationaux et réaffirmant leur préoccupation face aux actes et menaces dirigés contre la sécurité des aéronefs, des personnes et des biens,

Sont convenus de ce qui suit

Article premier Définitions



Pour l'application du présent Accord, sauf stipulation contraire, le terme:

- a) « Accord » signifie le présent Accord, son (ses) Annexe(s) et leurs amendements éventuels ;
- b) « autorités aéronautiques » signifie, dans le cas de la République du Rwanda, le Ministre en charge de l'aviation civile ainsi que l'Office Rwandais de l'Aviation Civile et dans le cas de la République Islamique de Mauritanie, le Ministre en charge de l'Aviation Civile ainsi que; ou, dans les deux cas, toute autre autorité ou personne habilitée à remplir les fonctions actuellement exercées par lesdites autorités ;
- c) « capacité » est la quantité de services assurés en vertu de l'Accord, généralement mesurée en nombre de vols (fréquence), de sièges ou de tonnes de fret offerts sur un marché ou sur une route pendant une période donnée;
- a) « entreprise de transport aérien désignée » signifie une entreprise de transport aérien qui a été désignée et autorisée conformément à l'article 3 de l'Accord ;
- b) « Convention » signifie la Convention relative à l'aviation civile internationale ouverte à la signature à Chicago le 7 décembre 1944, y compris les Annexes adoptées en vertu de son article 90 et tout amendement desdites Annexes ou de la Convention en vertu des articles 90 et 94, dans la mesure où ces Annexes et amendements ont pris effet pour les deux Parties;
- a) « OACI » signifie l'Organisation de l'Aviation Civile Internationale;
- b) [« prix »] ou [« tarif »] signifie la contrepartie du transport aérien (et de tout autre mode de transport relié à ce dernier) de passagers, de bagages et/ou de marchandises (à l'exclusion du courrier) demandée par les entreprises de transport aérien ou par leurs agents, ainsi que les conditions imposées pour se prévaloir de
- h) « redevances d'usage » signifie les redevances imposées aux entreprises de transport aérien par les autorités compétentes, ou que celles-ci

permettent de leur imposer, pour la fourniture de biens ou d'installations aéroportuaires ou d'installations et services de navigation aérienne, y compris les services et installations connexes, pour les aéronefs, leurs équipages, les passagers et les marchandises ;

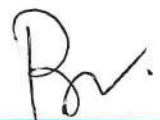
- i) « routes spécifiées » désigné les routes figurant au tableau des routes annexé au présent Accord ;
- a) « services agréés » signifie les services aériens réguliers de transport, distincts ou combinés, de passagers, de courrier et de fret, effectués moyennant rémunération sur les routes spécifiées;
- b) « territoire » « service aérien », « service aérien international » et « escale non commerciale » ont le sens que leur donnent respectivement les articles 2 et 96 de la Convention ;
- l) « transport aérien » signifie le transport public, par aéronef, de passagers, de bagages, de marchandises et de courrier, séparément ou en combinaison, contre rémunération ;
- m) « transport aérien intérieur » est le transport aérien dans lequel les passagers, les bagages, les marchandises et le courrier qui sont embarqués sur le territoire d'un Etat ont pour destination un autre point du territoire de ce même État ;
- a) « transport aérien intermodal » signifie le transport public, par aéronef et par un ou plusieurs modes de transport de surface, de passagers, de bagages, de marchandises et de courrier, séparément ou en combinaison, contre rémunération;
- 0) « le transport aérien international » est le transport aérien dans lequel les passagers, les bagages, les marchandises et le courrier qui sont embarqués sur le territoire d'un État ont pour destination un autre État




Article 2

Octroi De Droits

1. Chaque Partie Contractante accorde à l'autre Partie Contractante les droits ci-dessous spécifiés au présent Accord en vue d'exploiter des services aériens internationaux sur les routes spécifiées aux tableaux figurant à l'Annexe. Sous réserve des dispositions du présent Accord, l'entreprise désignée de chaque Partie Contractante jouira, dans l'exploitation des services aériens internationaux
 - a) du droit de survoler sans y atterrir, le territoire de l'autre Partie ;
 - b) du droit de faire des escales non commerciales sur ledit territoire ;
 - c) du droit d'embarquer et de débarquer sur ledit territoire, aux points spécifiés aux tableaux figurant à l'Annexe du présent Accord, des passagers des bagages, des marchandises et des envois postaux à destination ou en provenance de points situés sur le territoire de l'autre Partie.
2. Aucune disposition du présent Accord n'est censée conférer aux entreprises de transport aérien désignées d'une Partie, le droit d'embarquer contre rémunération, sur le territoire de l'autre Partie des passagers, des bagages, des marchandises ou des envois postaux à destination d'un autre point du territoire de cette autre Partie.
3. Si par suite d'un conflit armé, de troubles politiques ou de circonstances spéciales et inhabituelles, une entreprise désignée d'une Partie Contractante n'est pas à même d'exploiter un service sur ses routes normales, l'autre Partie Contractante s'efforcera de faciliter la poursuite de l'exploitation de ce service en rétablissant ces routes de façon appropriée, notamment en accordant pour cette période les droits nécessaires pour faciliter une exploitation viable.
4. L'exercice de droit de cinquième liberté par les compagnies aériennes désignées des Parties contractantes sur les points intermédiaires et au-delà devront être notifiés et approuvés par les autorités aéronautiques respectives.



Article 3

Désignation et autorisation

1. Chaque Partie a le droit de désigner par voie diplomatique et par écrit à l'autre Partie Contractante une ou plusieurs entreprises de transport aérien pour exploiter les services convenus en vertu du présent Accord ainsi que de retirer ou de modifier cette désignation.
2. Dès réception de cette désignation et de la demande de l'entreprise désignée, dans la forme et de la manière prescrites pour l'autorisation d'exploitation, l'autre Partie Contractante accorde l'autorisation d'exploitation appropriée dans les plus brefs délais, à condition que :
 - a) l'entreprise soit sous le contrôle réglementaire effectif de la Partie Contractante qui la désigne ;
 - b) la Partie Contractante qui a désigné l'entreprise se conforme aux dispositions de l'article 7 (Sécurité) et de l'article 8 (Sûreté de l'aviation) ;
 - c) l'entreprise désignée soit à même de respecter les autres conditions prescrites par les lois et la réglementation normalement appliquées à l'exploitation de services de transport aérien international par la Partie Contractante qui a reçu la désignation.
3. Dès réception de l'autorisation d'exploitation visée au paragraphe 2, l'entreprise désignée peut à tout moment commencer à exploiter les services convenus pour lesquels elle est ainsi désignée, pourvu qu'elle se conforme aux dispositions du présent Accord.



Article 4

Refus, révocation et limitation de l'autorisation

1. Les autorités aéronautiques de chaque Partie Contractante a le droit de refuser les autorisations prévues à l'article 3 (Désignation et autorisation) à l'égard d'une entreprise désignée par l'autre Partie Contractante et de révoquer et suspendre ces autorisations ou d'imposer des conditions, de façon temporaire ou permanente si ladite entreprise ne démontre pas qu'elle est en mesure de remplir les conditions prévues par l'article 3 du présent Accord
2. À moins que des mesures immédiates ne soient indispensables pour empêcher des infractions à la législation ou à la réglementation susmentionnées ou à moins que la sécurité ou la sûreté n'exige des mesures en vertu des dispositions des articles 7 (Sécurité) et 8 (Sûreté), les droits énoncés au paragraphe 1 ne seront exercés qu'après des consultations entre les autorités aéronautiques conformément à l'article 19 (Consultations) du présent Accord



Article 5

Application des lois et règlements

1. Les lois et règlements d'une Partie Contractante régissant l'entrée sur son territoire ou le départ de son territoire des aéronefs exploités dans les services aériens internationaux, ou l'exploitation et la navigation de ces aéronefs alors qu'ils se trouvent sur son territoire, s'appliquent aux aéronefs de l'entreprise désignée par chaque Partie Contractante.
2. Les lois et règlements d'une Partie Contractante relatifs à l'entrée et au séjour sur son territoire ainsi qu'au départ de son territoire de passagers, membres d'équipage et de marchandises, y compris le courrier, tels que ceux qui régissent l'immigration, la douane, les devises ainsi que la santé publique et la quarantaine, s'appliquent aux passagers, aux membres d'équipage, aux marchandises et au courrier acheminés par les aéronefs de l'entreprise désignée de chaque Partie lorsqu'ils se trouvent sur ledit territoire.
3. Aucune Partie Contractante n'accordera à sa propre entreprise ni à aucune autre une préférence par rapport à une entreprise désignée par l'autre Partie Contractante et exerçant des activités semblables de transport aérien international, dans l'application de sa réglementation relative à l'immigration, à la douane, à la quarantaine et aux autres domaines



Article 6

Reconnaissance des Certificats

Les certificats de navigabilité, brevets d'aptitude et licences délivrés ou validés par une Partie Contractante et toujours en vigueur sont reconnus valables par chaque Partie aux fins de l'exploitation des services convenus.

Chaque Partie Contractante se réserve cependant le droit de ne pas reconnaître, pour le survol de son propre territoire et pour l'atterrissage sur son territoire, les brevets d'aptitude et les licences délivrés à ses propres ressortissants ou validés par l'autre Partie Contractante.

Si les privilèges ou les obligations attachés aux licences ou certificats délivrés ou validés par une Partie contractante laissent apparaître une différence avec les normes établies en application de la Convention, que cette différence ait été notifiée ou non à l'Organisation de l'Aviation Civile Internationale, l'autre Partie Contractante peut, sans préjudice des droits de la première Partie Contractante, demander des consultations conformément à l'article 19 du présent Accord, avec la première Partie contractante en vue d'assurer que la pratique remise en question est acceptable pour elle.

Article 7

Sécurité aérienne

1. Chaque Partie Contractante peut à tout moment, demander des consultations au sujet des normes de sécurité adoptées par l'autre Partie Contractante dans des domaines qui se rapportent aux installations et services aéronautiques, aux équipages de conduite, aux aéronefs et à l'exploitation des aéronefs. Ces consultations auront lieu dans les trente (30) jours suivant la demande.
2. Si, à la suite de ces consultations, une Partie Contractante estime que l'autre Partie Contractante ne respecte pas ou n'applique pas effectivement, dans le domaine mentionné au paragraphe 1, des normes de sécurité au moins égales aux normes minimales en vigueur conformément à la Convention, elle informe l'autre Partie Contractante de ses conclusions et l'autre Partie Contractante adopte des mesures correctives en conséquences. Si l'autre Partie Contractante ne prend pas




des mesures dans un délai raisonnable et, en tout cas, dans les trente (30) 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 (Révocation ou Suspension d'une autorisation d'exploitation).

3. Nonobstant les obligations énoncées par l'article 33 de la Convention, il est convenu que tout aéronef exploité ou loué par le ou les transporteur(s) aérien(s) d'une Partie Contractante pour des services à destination ou en provenance du territoire de l'autre Partie Contractante peut, pendant son séjour sur ledit territoire, 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.

1. 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 conformément à la Convention, ou
 - b) des motifs sérieux de craindre des déficiences dans l'adoption et la mise en oeuvre effective de normes de sécurité en vigueur conformément à la Convention.

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

5. En cas de refus d'accès à un aéronef exploité par le ou les transporteur(s) aérien(s) d'une Partie Contractante aux fins de son inspection au sol conformément au paragraphe 3 ci-dessus, l'autre Partie Contractante a toute latitude 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

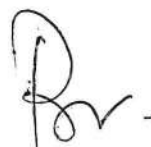
mentionnées au même paragraphe.

6. Chaque Partie Contractante se réserve le droit de suspendre ou de modifier immédiatement l'autorisation d'exploitation accordée à un ou plusieurs transporteur(s) aérien(s) 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 aérienne.
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.



Article 8**Sûreté de l'aviation**

1. Conformément à leurs droits et obligations en vertu du droit international, les Parties Contractantes ne réaffirment que leur obligation mutuelle de protéger l'aviation civile contre les actes d'intervention illicite, pour en assurer la sûreté, fait partie intégrante du présent Accord. Sans limiter la généralité de leurs droits et obligations en vertu du droit international, les Parties Contractantes agissent, en particulier, 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 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), signé à Montréal le 24 février 1988, ainsi que de tous autres conventions et protocoles relatifs à la sûreté de l'aviation civile auxquels les Parties adhèrent.
2. Les Parties Contractantes s'accordent mutuellement, sur demande, toute l'assistance nécessaire pour prévenir les actes de capture illicite d'aéronefs civils et autres actes illicites dirigés contre la sécurité de ces aéronefs, de leurs passagers et de leurs équipages, des aéroports et des installations et services de navigation aérienne, ainsi que toute autre menace pour la sûreté de l'aviation civile.
3. Les Parties Contractantes, dans leurs rapports mutuels, se conforment aux dispositions relatives à la sûreté de l'aviation qui ont été établies par l'Organisation de l'Aviation Civile Internationale et qui sont désignées comme Annexes à la Convention ; elles exigent des exploitants d'aéronefs immatriculés par elles, ou des exploitants d'aéronefs qui ont le siège principal de leur exploitation ou leur résidence permanente sur leur territoire, et des exploitants d'aéroports situés sur leur territoire, qu'ils se conforment à ces dispositions relatives à la sûreté de l'aviation.



4. Chaque Partie Contractante convient que ses exploitants d'aéronefs sont tenus d'observer les dispositions relatives à la sûreté de l'aviation dont il est question au paragraphe 3 que l'autre Partie Contractante prescrit pour l'entrée et le séjour sur son territoire et pour la sortie de son territoire. Chaque Partie Contractante veille à ce que des mesures adéquates soient appliquées effectivement sur son territoire pour protéger les aéronefs et pour assurer l'inspection des passagers, des équipages, des bagages à main, des bagages, du fret et des provisions de bord, avant et pendant l'embarquement ou le chargement. Chaque Partie Contractante examine aussi avec bienveillance toute demande que lui adresse l'autre Partie Contractante en vue d'obtenir que des mesures spéciales de sûreté raisonnables soient prises pour faire face à une menace particulière.
5. En cas d'incident ou de menace d'incident de capture illicite d'aéronefs civils ou d'autres actes illicites dirigés contre la sécurité de ces aéronefs, de leurs passagers et de leurs équipages, des aéroports ou des installations et services de navigation aérienne, les Parties Contractantes s'entraident en facilitant les communications et autres mesures appropriées, destinées à mettre fin avec rapidité et sécurité à cet incident ou à cette menace d'incident.
6. Si une Partie Contractantes a des motifs raisonnables de croire que l'autre Partie Contractante s'est écartée des dispositions du présent article, ses autorités aéronautiques peuvent demander des consultations. Ces consultations débiteront dans les quinze (15) jours de la réception de la demande. L'absence d'accord satisfaisant dans les quinze (15) jours suivant le début des consultations constituera un motif pour refuser, révoquer ou suspendre les autorisations de l'entreprise ou des entreprises désignées par l'autre Partie Contractante ou pour imposer des conditions à ces autorisations. Si une urgence le justifie, ou pour éviter que ne se poursuive la non-conformité aux dispositions du présent article, une Partie Contractante peut en tout temps prendre des mesures provisoires



Article 9

Principes régissant l'exploitation des services agréés

1. La ou les entreprises désignées de chaque Partie Contractante auront des possibilités équitables et égales d'exploiter des vols sur toute route convenue entre les territoires des deux Parties Contractantes.
1. Chaque Partie Contractante permet à l'entreprise désignée de l'autre Partie Contractante de déterminer la fréquence et la capacité du transport aérien international qu'elle offre en fonction de considérations commerciales du marché.
2. Chacune des Parties Contractante et la ou les entreprises désignées par elle prendront en considération les intérêts de l'autre Partie Contractante et ceux de la ou des entreprises désignées par celle-ci, afin de ne pas nuire indûment aux services assurés par lesdites entreprises.
3. Chaque Partie Contractante convient de prendre des mesures pour éliminer toutes les formes de discrimination ou de pratiques concurrentielles déloyales.



Article 10

Partage de codes et coopération

1. Pour exploiter ou offrir les services autorisés sur les routes convenues, toute entreprise désignée d'une Partie Contractante peut conclure des arrangements de commercialisation en coopération notamment en matière de réservation de capacité et de partage de codes avec :

- a) une ou plusieurs entreprises de l'une ou l'autre Partie Contractante;
- a) une ou plusieurs entreprises d'un pays tiers ;

Sous réserve que toutes les entreprises qui concluent ces arrangements détiennent les autorisations appropriées et répondent aux conditions normalement appliquées à ces arrangements.

Les arrangements relatifs au partage de code entre les entreprises désignées par chacune des Parties Contractantes et celles d'un pays tiers, sont soumis à l'approbation des autorités aéronautiques des deux Parties Contractantes.

2. Les Parties Contractantes conviennent de prendre les mesures nécessaires pour faire en sorte que les consommateurs soient pleinement informés et protégés en ce qui concerne les vols en partage de code exploités en direction ou en provenance de leur territoire et que, les renseignements nécessaires soient fournis aux passagers comme suit :

- a) oralement et, si possible, par écrit au moment de la réservation ;
- b) par écrit, sur le billet lui-même ou sur tout autre document remplaçant le billet, comme une confirmation écrite, y compris des renseignements sur la personne à contacter en cas de problème ainsi qu'une indication claire de responsable en cas de dommage ou d'accident ;
- c) oralement à nouveau, par le personnel au sol de l'entreprise à toutes les étapes du voyage.




Article 11

Location d'aéronefs

Les entreprises désignées de chaque Partie Contractante peuvent exploiter les services visés par le présent Accord au moyen d'aéronefs loués qui répondent aux conditions applicables de sécurité et de sûreté.



Article 12

Approbation des programmes de vols

L'entreprise désignée de chaque Partie Contractante soumettra pour approbation aux autorités aéronautiques de l'autre Partie Contractante le programme de vols qu'elle envisage au moins trente (30) jours avant que les services convenus ne soient assurés. Elle fera de même pour toute modification de ce programme.

Dans le cas de vols supplémentaires que l'entreprise désignée d'une Partie souhaite assurer sur les services convenus en dehors de l'horaire approuvé, cette entreprise demandera l'autorisation préalable des autorités aéronautiques de l'autre Partie Contractante. Ces demandes seront normalement soumises au moins deux (2) jours ouvrables avant l'exécution des vols.

Article 13

Statistiques

Les autorités aéronautiques des deux Parties Contractantes se communiquent mutuellement, sur demande, des statistiques périodiques ou d'autres renseignements similaires relatifs au trafic acheminé sur les services convenus par leurs entreprises.

Ces renseignements comprendront toutes les données requises pour la détermination de l'importance du trafic réalisé.

Article 14

Tarifs

Les tarifs sur les services visés par le présent Accord sont établis par la ou les entreprises désignées à des taux raisonnables, compte dûment tenu de tous les éléments d'appréciation, notamment des intérêts des usagers, du coût d'exploitation, des caractéristiques du service, d'un bénéfice raisonnable et d'autres considérations commerciales relatives au marché. Il ne sera pas exigé que les tarifs demandés par les entreprises soient approuvés par l'une ou l'autre des Parties Contractantes.

Chaque Partie Contractante peut exiger la notification ou le dépôt des tarifs que la ou les entreprises désignées proposent d'appliquer pour le transport à destination ou en provenance de son territoire.

Les Parties Contractantes conviennent d'accorder une attention particulière aux tarifs qui pourraient être inadmissibles parce qu'ils paraissent excessivement discriminatoires, indûment élevés ou restrictifs en raison de l'abus d'une position dominante, artificiellement bas en raison de subventions ou d'un appui directs ou indirects.

Article 15

Redevances d'usage

Chaque Partie contractante s'assure que les redevances réclamées ou qui peuvent être perçues par les autorités compétentes, auprès de l'entreprise de transport aérien désignée de l'autre Partie contractante, sont justes,

raisonnables et non discriminatoires. Ces redevances doivent être basées sur des principes de saine économie.

Aucune des deux Parties n'imposera ou ne permettra que soient imposées aux entreprises désignées par l'autre Partie Contractante des redevances d'usage plus élevées que celles qui sont imposées à ses propres entreprises exploitant des services internationaux similaires.

Les aéroports, les voies aériennes, les services de contrôle de la circulation aérienne et de navigation aérienne, la sûreté de l'aviation et les autres installations et services connexes qui sont fournis sur le territoire d'une Partie Contractante seront mis à la disposition des entreprises de l'autre Partie Contractante à des conditions qui ne seront pas moins favorables que celles offertes à toute entreprise assurant des services aériens internationaux similaires au moment où sont conclues les modalités de leur utilisation.

Article 16

Droits de douane

Chaque Partie Contractante exempte sur une base de réciprocité l'entreprise désignée par l'autre Partie Contractante, des droits de douane, taxes d'accise, frais de visite et autres droits nationaux sur les aéronefs, le carburant, les huiles lubrifiantes, les fournitures à usage technique consommables, les pièces de rechange y compris les moteurs, l'équipement ordinaire des aéronefs, les provisions de bord et autres articles destinés à l'utilisation ou utilisés dans le cadre de l'exploitation ou l'entretien courant des aéronefs à condition que ces équipements et approvisionnements demeurent à bord des aéronefs jusqu'à leur réexportation.

Les exemptions accordées par le présent article s'appliquent aux articles visés au paragraphe 1:

qu'ils soient ou non utilisés ou consommés entièrement sur le territoire de la Partie qui accorde l'exemption, pourvu qu'il n'y ait pas de cession de la propriété de ces articles sur le territoire de ladite Partie.

L'équipement de bord ordinaire ainsi que les matériaux et fournitures normalement conservés à bord des aéronefs d'une entreprise désignée de l'une ou l'autre Partie Contractante ne peuvent être déchargés sur le territoire de l'autre Partie Contractante qu'avec l'approbation des autorités douanières de ce territoire. En pareil cas, ils peuvent être placés sous la supervision desdites autorités jusqu'au moment où ils seront réexportés ou jusqu'à ce qu'il en soit autrement disposé en conformité avec la réglementation douanière.

Les exonérations prévues au présent article sont également accordées lorsque le ou les transporteur(s) aérien(s) désigne(s) d'une Partie Contractante ont conclu avec un autre transporteur aérien bénéficiant des mêmes exonérations de la part de l'autre Partie Contractante des contrats en vue du prêt ou du transfert sur le territoire de l'autre Partie Contractante des produits mentionnés au paragraphe 1 du présent article.

Chaque Partie contractante accorde, sur la base de la réciprocité, aux entreprises de transport aérien désignées de l'autre Partie contractante

l'exemption de toute forme d'impôt sur les revenus ou profits que lesdites entreprises tirent sur le territoire de la première Partie contractante de l'exploitation de services aériens. Au cas où les exemptions d'impôts sont régies par un accord particulier entre les deux Parties contractantes, ledit accord s'applique.

Article 17

Activités commerciales

Chaque Partie Contractante accorde aux entreprises de l'autre Partie Contractante le droit de vendre et de commercialiser sur son territoire les produits des services aériens internationaux et services apparentés (directement ou par le biais d'agents ou d'autres intermédiaires choisis par l'entreprise), y compris le droit d'établir des bureaux sur réseau et hors réseau.

Chaque entreprise aura le droit de vendre des services de transport dans la monnaie de ce territoire ou, si elle le juge bon, en devises librement convertibles d'autres pays, et toute personne sera libre d'acheter ces services de transport en devises acceptées par l'entreprise.

La ou les entreprises désignées d'une Partie Contractante seront autorisées, sur une base de réciprocité, à faire entrer et à maintenir sur le territoire de l'autre Partie Contractante leurs représentants et leur personnel commercial, opérationnel et technique nécessaires dans le cadre de l'exploitation des services convenus.

Les représentants et le personnel seront soumis aux lois et règlements en vigueur de l'autre Partie Contractante, dans le cadre desquels chaque Partie Contractante, sur une base de réciprocité et avec le délai minimal, accordera aux représentants et au personnel prévus au paragraphe 1 les autorisations d'emploi, visas de visiteur et autres documents similaires nécessaires.

Chaque Partie Contractante autorisera les entreprises désignées de l'autre Partie Contractante à recourir aux services et au personnel de toute autre organisation, société ou entreprise exerçant des activités sur son territoire et autorisée à assurer de tels services.

Article 18

Conversion des devises et transfert des recettes

Chaque Partie Contractante autorise la ou les entreprises de l'autre Partie Contractante à convertir et transférer à l'étranger, dans le pays de leur choix, toutes les recettes locales provenant de la vente de services de transport aérien et d'activités connexes directement liées au transport aérien qui dépassent les sommes dépensées localement, cette conversion et ce transfert étant autorisés rapidement, sans restriction, discrimination ni taxes y afférentes excepté celles définies par les banques au titre de telles opérations, au taux de change applicable à la date de conversion et de transfert.




Si les transactions entre les Parties Contractantes sont réglées par un accord spécial, celui-ci sera applicable.

Article 19

Consultations

Chacune des Parties Contractantes peut, à tout moment, demander des consultations relatives à l'interprétation, l'application, la mise en œuvre ou l'amendement du présent Accord et de ses Annexes.

Ces consultations commenceront dans les trente (30) jours à compter de la date de réception de la demande, à moins que les Parties Contractantes n'en conviennent autrement.

Article 20

Règlement des différends

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.

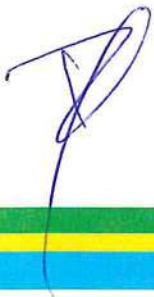
Si les Parties Contractantes ne parviennent pas à un règlement par des consultations, le différend pourra, à la demande de l'une ou l'autre des Parties Contractantes, être soumis à un arbitrage conformément à la procédure ci-après.

L'arbitrage sera confié à un tribunal de trois arbitres, un arbitre étant nommé par chaque Partie Contractante et les deux arbitres ainsi choisis s'entendant pour choisir le troisième, qui n'aura la nationalité d'aucune des deux Parties Contractantes. Chaque Partie Contractante désigne un arbitre dans les soixante (60) jours suivant la réception par une des Parties d'une note diplomatique de l'autre Partie Contractante demandant l'arbitrage du différend. L'entente sur le choix du troisième arbitre intervient dans un nouveau délai de soixante (60) jours. Si l'une des Parties Contractantes ne parvient pas à désigner son propre arbitre dans le délai indiqué ou à défaut les deux arbitres ne conviennent pas du choix du troisième arbitre, l'une ou l'autre Partie Contractante pourra demander au Président du Conseil de l'OACI de procéder aux différentes désignations.

Sauf convention contraire, le tribunal d'arbitrage détermine les limites de sa compétence suivant le présent Accord et établit sa propre procédure.

Chaque Partie Contractante donne intégralement effet à toute décision ou arbitrage du tribunal.

Chaque Partie Contractante supporte les frais de l'arbitre nommé par elle. Les autres frais du tribunal sont également répartis entre les Parties.



Article 21

Amendements

L'une ou l'autre des Parties Contractantes peut à tout moment demander des consultations aux fins d'amender le présent Accord. Ces consultations commenceront dans les soixante (60) jours à compter de la réception de cette demande.

Tout amendement entrera en vigueur lorsqu'il aura été confirmé par un échange de notes diplomatiques.

Tout amendement de l'Annexe du présent Accord pourra être fait par échanges de correspondances entre les autorités aéronautiques des Parties Contractantes.

Article 22

Accords multilatéraux

Si un accord multilatéral concernant le transport aérien entre en vigueur à l'égard des deux Parties Contractantes, le présent Accord sera amendé de façon qu'il soit conforme aux dispositions de cet accord multilatéral.

Article 23

Dénonciation

Chaque Partie Contractante peut à tout moment notifier à l'autre Partie Contractante, par écrit et par la voie diplomatique, sa décision de dénoncer le présent Accord. Cette notification sera communiquée simultanément à l'OACI. L'Accord prendra fin douze mois après la date de réception de la notification par l'autre Partie Contractante, sauf si ladite notification est retirée par accord mutuel avant l'expiration de cette période.

À défaut d'accusé de réception de la part de l'autre Partie Contractante, la notification sera réputée lui être parvenue quatorze (14) jours après la date de sa réception par l'OACI.

Article 24

Enregistrement auprès de l'OACI

Le présent Accord, et tout amendement qui pourra y être apporté, sera enregistré dès son entrée en vigueur auprès de l'Organisation de l'Aviation Civile Internationale.

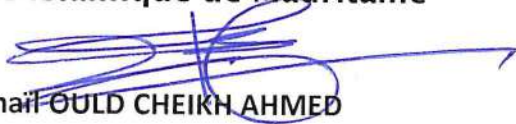
Article 25

Entrée en vigueur

Le présent Accord entrera en vigueur après que les deux Parties Contractantes se seront mutuellement informées de l'accomplissement de leurs procédures constitutionnelles pour l'entrée en vigueur de cet Accord. En foi de quoi, les soussignés, dûment autorisés par leurs Gouvernements respectifs ont signé le présent Accord.

Fait à Nouakchott, le 23 février 2022

Pour le Gouvernement de la
République Islamique de Mauritanie


S.E Ismaïl OULD CHEIKH AHMED

Ministre des Affaires Etrangères
de la Coopération et des Mauritaniens
de l'Extérieur

Pour le Gouvernement de la
République du Rwanda


S.E Vincent BIRUTA

Ministre des Affaires Etrangères
Et de la Coopération Internationale

ANNEXE

TABLEAU DE ROUTES

Les entreprises de chaque Partie Contractante désignées au titre de la présente Annexe auront le droit d'assurer le transport aérien entre des points des routes suivantes:

Routes exploitées par la ou (les) entreprise (s) désignée(s) de la République du Rwanda:

Point au départ	Points intermédiaires	Points au Mauritanie	Points au-delà
Tous points au Rwanda	Tous points	Tous points	Tous points

Routes exploitées par la ou (les) entreprise(s) désignée(s) de la République Islamique de Mauritanie:

Point au départ	Points intermédiaires	Points au Rwanda	Points au-delà
Tous points au Mauritanie	Tous points	Tous points	Tous points




Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 016/01 ryo ku wa 26/01/2024 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika ya Isilamu ya Mauritanie ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Nouakchott muri Mauritanie, ku wa 23 Gashyantare 2022	Seen to be annexed to Presidential Order n° 016/01 of 26/01/2024 ratifying the Air Transport Agreement between the Government of the Republic of Rwanda and the Government of the Islamic Republic of Mauritania, signed at Nouakchott, Mauritania, on 23 February 2022	Vu pour être annexé à l' Arrêté Présidentiel n° 016/01 du 26/01/2024 ratifiant l'Accord relatif au transport aérien entre le Gouvernement de la République du Rwanda et le Gouvernement de la République Islamique de Mauritanie, signé à Nouakchott, en Mauritanie, le 23 février 2022
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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

ITEKA RYA PEREZIDA N° 017/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA NEW ZEALAND NA GUVERINOMA YA REPUBULIKA Y’U RWANDA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23 MATA 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° 017/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 23 APRIL 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° 017/01 DU 26/01/2024 RATIFIANT L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA NOUVELLE-ZÉLANDE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 23 AVRIL 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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ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Mata 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 New Zealand na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Mata 2022, ari ku mugereka w'iri teka, 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 Rwanda, signed at Kigali, Rwanda, on 23 April 2022; 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 New Zealand and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 23 April 2022, annexed to this Order, 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.	du Rwanda, signé à Kigali, au Rwanda, le 23 avril 2022 ; Sur proposition du Ministre des Infrastructures; Après examen et adoption par le Conseil des Ministres ; ARRÊTONS : <u>Article premier : Ratification</u> L'Accord sur les services aériens entre le Gouvernement de la Nouvelle-Zélande et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 23 avril 2022, annexé au présent arrêté, est ratifié et sort son plein et entier effet. <u>Article 2 : Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Infrastructures, le Ministre des Affaires Étrangères et de la Coopération Internationale, et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.
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<u>Ingingo ya 3: Ingingo y’ururimi</u> Iri teka ryateguwe mu rurimi rw’Icyongereza. <u>Ingingo ya 4: Gutangira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsiri tangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.	<u>Article 3: Language provision</u> This Order was drafted in English. <u>Article 4: Entry into force</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 3 : Disposition linguistique</u> Le présent arrêté a été rédigé en anglais. <u>Article 4 : Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

UMUGEREKA W'ITEKA RYA PEREZIDA N° 017/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA NEW ZEALAND NA GUVERINOMA YA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23 MATA 2022	ANNEX TO PRESIDENTIAL ORDER N° 017/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, SIGNED AT KIGALI, RWANDA, ON 23 APRIL 2022	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 017/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA NOUVELLE-ZÉLANDE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 23 AVRIL 2022
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Air Services Agreement

between

the Government of New Zealand

and

the Government of the Republic of Rwanda

**Air Services Agreement between the Government of New Zealand
and the Government of the Republic of Rwanda**

The Government of New Zealand and the Government of the Republic of Rwanda (hereinafter, "the Parties");

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 transport opportunities;

Recognising that efficient 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, and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

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

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

Have agreed as follows:

Article 1

Definitions

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

(a) "aeronautical authorities" means, in the case of New Zealand, the Minister responsible for Civil Aviation, and, in the case of the Republic of Rwanda the Ministry responsible for Civil Aviation or, in both cases, any person or agency authorised to perform any functions at present exercisable by the above-mentioned authority;

(b) "Agreement" means this Agreement, its Annexes, and any amendments thereto;

(c) "air transport" means the public carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, for remuneration or hire;

(d) "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;

(e) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:

(i) any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Parties, and

(ii) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is simultaneously in effect for both Parties;

(f) "designated airline" means an airline designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;

(g) "ICAO" means the International Civil Aviation Organization;

(h) "international air transport" means air transport that passes through the airspace over the territory of more than one State;

(i) "price" means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transport charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

(j) "scheduled" means a series of flights performed by aircraft for the transport of passengers, cargo and mail between two or more points, where the flights are so regular or frequent as to constitute a systematic service, whether or not in accordance with a published timetable, and which are operated in such a manner that each flight is open to use by members of the public;

(k) "territory" has the meaning assigned to it in Article 2 of the Convention, provided that, in the case of New Zealand, the term "territory" shall exclude Tokelau.

Article 2

Grant of Rights

(1) Each Party grants to the other Party the following rights for the conduct of international air transport by the airlines of the other Party:

(a) the right to fly across its territory without landing;

(b) the right to make stops in its territory for non-traffic purposes; and

(c) the rights otherwise specified in this Agreement.

(2) Nothing in this Article shall be deemed to confer, on the airline or airlines of one Party, the rights to take on board, in the territory of the other Party, passengers, their baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Party.

Article 3

Designation and Authorisation

(1) Each Party shall have the right to designate as many airlines as it wishes to conduct international air transport in accordance with this Agreement and to withdraw or alter such designations. Such designations shall be transmitted to the aeronautical authority of the other Party in writing and shall identify whether the airline is authorised to conduct the type of international air transport specified in Annex I or in Annex II or in both.

(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 Party shall grant appropriate authorisations and permissions with minimal procedural delay, provided that:

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

(b) effective regulatory control of that airline is vested in the Party designating the airline;

(c) the airline is qualified to meet the conditions prescribed under the laws, regulations and rules normally applied to the operation of international air transport by the Party considering the application or applications; and

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

Article 4

Revocation of Authorisation

(1) Either Party may refuse, revoke, suspend or limit the operating authorisations or technical permissions of an airline designated by the other Party where:

(a) that airline is not incorporated or does not have its principal place of business in the territory of the Party designating the airline; or

(b) effective regulatory control of that airline is not vested in the Party designating the airline; or

(c) that airline has failed to comply with the laws, regulations and rules referred to in Article 5 (Application of Laws, Regulations and Rules) of this Agreement; or

(d) the other Party is not maintaining and administering the standards set forth in Article 6 (Safety) and Article 7 (Aviation Security) of this Agreement.

(2) Unless immediate action is essential to prevent further noncompliance with subparagraphs (1)(c) or (1)(d) of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

Article 5

Application of Laws, Regulations and Rules

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

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

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

(4) Passengers, baggage and cargo in direct transit through the territory of either Party, and not leaving the area of the airport reserved for such purpose, shall not undergo any examination except for reasons of aviation security, narcotics control, biosecurity, detection of illegal immigration, detection of prohibited items or in special circumstances. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 6

Safety

(1) Each Party shall recognise as valid, for the purpose of operating the international air transport provided for in this Agreement, certificates of airworthiness, certificates of competency, and licences issued or validated by the other Party and still in force, provided that the requirements for such certificates or licences at least equal the minimum standards that may be established pursuant to the Convention. Each Party may, however, refuse to recognise as valid for the purpose of flight above its own territory, certificates of competency and licences granted to or validated for its own nationals by the other Party.

(2) If the privileges or conditions of the licences or certificates referred to in paragraph (1) of this Article, issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the

minimum standards established under the Convention, and which difference has been filed with ICAO, the other Party may request consultations between the aeronautical authorities in conformity with Article 12 (Consultations) of this Agreement with a view to clarifying the practice in question.

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

(4) If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph (3) of this Article that meet the standards established at that time pursuant to the Convention, the other Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO standards. The other Party shall then take appropriate corrective action within an agreed time period.

(5) Pursuant to Article 16 of the Convention, it is further agreed that any aircraft performing international air transport by or on behalf of an airline of one Party, to or from the territory of another Party, may, while within the territory of the other Party, be the subject of a search (in this Article called "ramp inspection") by the authorised representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this ramp inspection 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.

(6) If any such ramp inspection or series of ramp inspections give rise to:

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

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

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

(8) Any action by one Party in accordance with paragraph (7) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

(9) With reference to paragraph (4) of this Article, if it is determined that one Party remains in non-compliance with ICAO standards when the agreed time period has elapsed, the Secretary General of ICAO should be advised

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

Article 7

Aviation Security

(1) In accordance with their rights and obligations under international law, the Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, done at Tokyo on September 14, 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, done at The Hague on December 16, 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, done at Montreal on September 23, 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, and any other multilateral agreement governing civil aviation security binding upon the Parties.

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

(3) The Parties shall, in their mutual relations, act in conformity with the aviation security provisions and appropriate recommended practices established by ICAO and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory act in conformity with such aviation security provisions.

(4) Each Party agrees that such operators of aircraft may be required to observe the security provisions required by the other Party for entry into, for departure from, and while within the territory of that other Party. Each Party shall ensure that adequate measures are effectively applied within its territory to protect aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Party shall also give positive consideration to any request from the other Party for reasonable special security measures to meet a particular threat.

(5) Each Party shall also give sympathetic consideration to a request from the other Party to enter into reciprocal administrative arrangements whereby the aeronautical authorities of one Party could make in the territory of the other Party their own assessment of the security measures being carried out by aircraft operators in respect of flights destined for the territory of the Party making such a request.

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

(7) Each Party shall take such measures as it may find practicable to ensure that an aircraft of the other Party which is subjected to an act of unlawful seizure or other acts of unlawful interference and which lands in its territory is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

(8) When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement on the issues involved 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 of that Party. When required to do so by an emergency, or to prevent further non-compliance with the provisions of this Article, a Party may take interim action prior to the expiry of fifteen (15) days.

Article 8

Commercial Opportunities

(1) The airlines of each Party shall have the right to establish offices in the territory of the other Party for the promotion and sale of air transport.

(2) The airlines of each Party shall be entitled, in accordance with the laws and regulations of the other Party relating to entry, residence, and employment, to bring in and maintain in the territory of the other Party

managerial, sales, technical, operational, and other specialist staff required for the provision of air transport.

(3) Any airline of either Party may engage in the sale of air transport in the territory of the other Party directly and, at the airline's discretion, through its agents. Each airline shall have the right to sell such transport and any person shall be free to purchase such transport, in the currency of that territory or in freely convertible currencies.

(4) Each airline shall have the right to convert and remit abroad, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance.

(5) The airlines of each Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Party in local currency. At their discretion, the airlines of each Party may pay for such expenses in the territory of the other Party in freely convertible currencies according to local currency regulation.

(6) In operating or holding out international air transport pursuant to this Agreement, any designated airline may enter into cooperative arrangements, including but not limited to code-sharing, with any other airline, including airlines of third countries, provided that all airlines in such arrangements hold the appropriate authority and meet the requirements normally applied to such arrangements.

(7) In addition to the rights granted in paragraph (6) of this Article, the designated airlines of each Party may, in operating or holding out

international air transport pursuant to this Agreement, use aircraft (or aircraft and crew) leased from any company, including other airlines, provided all participants in such arrangements hold the appropriate authority and meet the requirements applied to such arrangements.

(8) Each designated airline shall have the right to perform its own ground-handling in the territory of the other Party ("self-handling") or, at its option, select among competing agents for such services in whole or in part. The rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground-handling services shall be available on an equal basis to all airlines, and shall be comparable to the kind and quality of services which would be available if self-handling were possible.

(9) Notwithstanding any other provision of this Agreement, airlines and indirect providers of transport for passengers and cargo of the Parties shall be permitted, without restriction, to employ in connection with international air transport any surface transport for passengers and cargo to or from any points in the territories of the Parties or in third countries, including transport to and from all airports with border processing capabilities and facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Access to airport border processing capabilities and facilities shall be provided for such passengers and cargo, whether moving by surface or by air. Airlines may elect to perform their own surface transport or to provide it through arrangements with other surface carriers, including surface transport operated by other airlines and indirect providers of transport for passengers and cargo. Such intermodal services for passengers and cargo may be offered at a single, through price for the air and surface transport combined, provided that transporters are not misled as to the facts concerning such transport.

Article 9

Customs Duties and Charges

(1) Each Party shall on the basis of reciprocity exempt a designated airline of the other Party to the fullest extent possible under its national law from 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 but not limited to such items of food, beverages and liquor, tobacco and other products destined for sale or to be used solely in connection with the operation or servicing of aircraft) and other items, such as printed ticket stock and air waybills, distributed free of charge by that designated airline, intended for use or used solely in connection with the operation or servicing of aircraft operating the agreed services.

(2) The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article:

- (a) introduced into the territory of the Party by or on behalf of the designated airline of the other Party;
- (b) retained on board aircraft of the designated airline of one Party upon arrival in or leaving the territory of the other Party; or
- (c) taken on board aircraft of the designated airline of one Party in the territory of the other Party and intended for use in operating the agreed services; whether or not such items are used or consumed wholly within the territory of the Party granting the exemption, provided the ownership of such items is not transferred in the territory of the said Party.

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

(4) The exemptions provided for by this Article shall also be available in situations where the designated airlines of either Party have entered into arrangements with another airline or airlines, for the loan or transfer in the territory of the other Party, of the regular equipment and the other items referred to in paragraph (1) of this Article, provided that such other airline or airlines similarly enjoy such exemptions from that other Party.

Article 10

Fair Competition

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

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

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

(4) Neither Party shall require the filing of schedules by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph (2) of this Article or as may be specifically authorised in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimise the administrative burdens on air transport intermediaries and on designated airlines of the other Party of such filing requirements and procedures.

Article 11

Pricing

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

- (a) prevention of unreasonably discriminatory prices or practices;
- (b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
- (c) protection of airlines from prices that are artificially low due to direct or indirect government subsidy or support.

Article 12

Consultations

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than sixty (60) days from the date the other Party receives the request unless otherwise agreed.

Article 13

Amendment

- (1) This Agreement may be amended by written agreement of the Parties.
- (2) Any amendments so agreed shall enter into force when the Parties have notified each other in writing that their respective requirements for the entry into force of an amendment or revision have been met.

Article 14

Settlement of Disputes

- (1) Any dispute arising under this Agreement that is not resolved by a first round of formal consultations may be referred by agreement of the Parties to some person or body for decision. If the Parties do not so agree, the dispute shall, at the request of either Party, be submitted to arbitration in accordance with the procedures set forth below.
- (2) Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:
 - (a) Within thirty (30) days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within sixty (60) days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;
 - (b) If either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph (a) of this paragraph,

either Party may request the President of the ICAO Council to appoint the necessary arbitrator or arbitrators within thirty (30) days. If the President of the Council is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment. In the event the President of the Council or the senior most qualified Vice President appoints the third arbitrator, that third arbitrator shall not be a national of either of the Parties.

(3) Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedural rules. The arbitral tribunal, once formed, may recommend interim relief measures pending its final determination. At the direction of the arbitral tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than fifteen (15) days after the arbitral tribunal is fully constituted.

(4) Except as otherwise agreed or as directed by the arbitral tribunal, each Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Replies shall be due sixty (60) days later. The arbitral tribunal shall hold a hearing at the request of either Party or on its own initiative within fifteen (15) days after replies are due.

(5) The arbitral tribunal shall attempt to render a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, after the date both replies are submitted. The decision of the majority of the arbitral tribunal shall prevail.

(6) The Parties may submit requests for clarification of the decision within fifteen (15) days after it is rendered and any clarification given shall be issued within fifteen (15) days of such request.

(7) Each Party shall, to the degree consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

(8) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the ICAO Council in connection with the procedures of subparagraph (2)(b) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

Article 15

Termination

(1) Either Party may, at any time, give notice in writing to the other Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the Secretary General of ICAO. This Agreement shall terminate at midnight (at the place of receipt of the notice to the other Party) immediately before the first anniversary of the date of receipt of such notice by the other Party, unless the notice is withdrawn before then by agreement of the Parties.

(2) In the absence of acknowledgement of the receipt of a notice of termination by the other Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the Secretary General of ICAO.

Article 16

Registration with ICAO

(1) This Agreement and all amendments thereto shall be registered with ICAO.

(2) In the event of the conclusion of any general multilateral convention or agreement concerning air transport by which both Parties become bound, the present Agreement shall be amended so as to conform with the provisions of such convention or agreement.

Article 17

Entry into Force

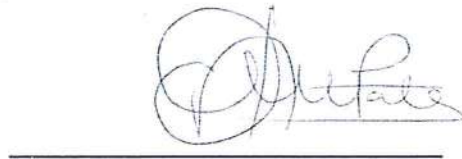
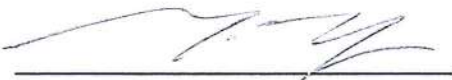
This Agreement and its Annexes shall enter into force on the date of signature.

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

DONE at KIGALI this day of 23rd, April 2022 in duplicate,
in the English language.

For the Government of
New Zealand

For the Government of the
Republic of Rwanda



ANNEX I

Scheduled International Air Transport

Section 1

Routes

Airlines of each Party designated pursuant to this Agreement to operate under this Annex shall, in accordance with the terms of their designation, be entitled to perform scheduled international air transport, as follows:

A. Routes for the airline or airlines designated by the Government of New Zealand

1. From points behind New Zealand via New Zealand and intermediate points to a point or points in the Republic of Rwanda and beyond.
2. For all cargo services, between the Republic of Rwanda and any point or points.

B. Routes for the airline or airlines designated by the Government of the Republic of Rwanda

1. From points behind the Republic of Rwanda via the Republic of Rwanda and intermediate points to a point or points in New Zealand and beyond.
2. For all cargo services, between New Zealand and any point or points.

Section 2

Operational Flexibility

The designated airlines of each Party may, on any or all flights and at the option of each airline:

1. Operate flights in either or both directions;
2. Combine different flight numbers within one aircraft operation;
3. Serve behind, intermediate, and beyond points and points in the territories of the Parties on the routes in any combination and in any order;
4. Omit stops at any point or points;
5. Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes; and
6. Serve points behind any point 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;

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

Section 3

Change of Gauge

On any segment or segments of the routes above, any designated airline may perform international air transport without any limitation as to change, at any point on the route, in type or number of aircraft operated provided that, with the exception of all-cargo services, in the outbound direction, transport beyond such point, is a continuation of transport from the territory of the Party that has designated the airline and, in the inbound direction, transport to the territory of the Party that has designated the airline is a continuation of transport from beyond such point.

ANNEX II

Non-Scheduled International Air Transport

(1) Airlines of each Party designated pursuant to this Agreement to operate under this Annex shall have the right to operate non-scheduled international air transport over the routes specified and in accordance with the rights granted for scheduled services in this Agreement.

(2) Each Party shall extend favourable consideration to applications by airlines of the other Party to carry traffic not covered by this Annex on the basis of comity and reciprocity.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 017/01 ryo ku wa 26/01/2024 ryemeza burundu Amasezerano hagati ya Guverinoma ya New Zealand na Guverinoma ya Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Mata 2022	Seen to be annexed to Presidential Order n° 017/01 of 26/01/2024 ratifying the Air Services Agreement between the Government of New Zealand and the Government of the Republic of Rwanda, signed at Kigali, Rwanda, on 23 April 2022	Vu pour être annexé à l'Arrêté Présidentiel n° 017/01 du 26/01/2024 ratifiant l'Accord sur les services aériens entre le Gouvernement de la Nouvelle-Zélande et le Gouvernement de la République du Rwanda, signé à Kigali, au Rwanda, le 23 avril 2022
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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

ITEKA RYA PEREZIDA N° 018/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA SAINT LUCIA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 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° 018/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF SAINT LUCIA, SIGNED AT KIGALI, RWANDA, ON 26 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° 018/01 DU 26/01/2024 RATIFIANT L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE SAINTE-LUCIE, SIGNÉ À KIGALI, AU RWANDA, LE 26 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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AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF SAINT LUCIA

The Government of the Republic of Rwanda ("Rwanda") and the Government of Saint Lucia ("Saint Lucia"), hereinafter referred to as "Parties";

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

Desiring to contribute to the progress of international civil aviation;

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

Have agreed as follows:

ARTICLE 1

Definitions

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

- a) "aeronautical authority" means, in the case of the Republic of Rwanda, Rwanda Civil Aviation Authority or the Ministry in charge of civil aviation; and in the case of Saint Lucia, the Minister responsible for Civil Aviation; or in both cases any other authority or person empowered to perform the functions exercised by the said authorities;
- b) "Agreement" means this Agreement, any annex to it, and any amendments thereto;
- c) "capacity" means the amount(s) of services provided under the Agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
- d) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention, and any amendment of the Annexes or Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;
- e) "designated airline" means an airline which has been designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;
- f) "price" means any fare, rate or charge for the carriage of passengers, baggage and/or cargo, excluding mail, in air transportation, including any other mode of transportation in connection therewith, charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
- g) "Principal Place of Business" means; the head office or registered office of an air carrier within which the principal financial functions and operational control, including continued airworthiness management, of the air carrier are exercised;
- h) "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- i) "user charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air

navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo; and

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

ARTICLE 2

Grant of Rights

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex to this Agreement.
2. Subject to the provisions of this Agreement, the airline(s) designated by each Party shall enjoy the following rights:
 - a) to fly without landing across the territory of the other Party;
 - b) to make stops in the territory of the other Party for non-traffic purposes;
 - c) to make stops at the point(s) on the route(s) specified in the Route Schedule jointly agreed upon by the aeronautical authorities of both Parties for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo or mail separately or in combination; and
 - d) other rights specified in this Agreement.
3. The airlines of each Party, other than those designated under Article 3 (Designation and Authorization) of this Agreement shall also enjoy the rights specified in paragraphs 2 a) and b) of this Article.
4. Nothing in this Agreement shall be deemed to confer on the designated airline(s) of one Party the privilege of taking on board, in the territory of the other Party, passengers, baggage, cargo and mail for remuneration and destined for another point in the territory of the other Party.

ARTICLE 3

Designation and Authorization

1. Each Party shall have the right to designate in writing to the other Party, an airline or airlines to operate the agreed services and to withdraw or alter such designation. These notifications shall be made through diplomatic channels.
2. On receipt of a notice of designation, substitution or alteration thereto, and on application from the Designated Airline in the form and manner prescribed, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, with minimum procedural delay, grant to the airline(s) designated, the appropriate operating authorizations subject to such airline(s) meeting the requisite requirements of the Contracting Party's Aeronautical Authority for that authorization, provided that:

a. In the case of an airline designated by the Republic of Rwanda:

- (i) it is established in the Republic of Rwanda and has a valid operating licence in accordance with the applicable laws of the Republic of Rwanda; and
- (ii) effective regulatory control of the airline is exercised and maintained by the Republic of Rwanda as being responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and
- (iii) the airline is owned and effectively controlled in accordance with the applicable laws of the Republic of Rwanda;

b. In the case of an airline designated by Saint Lucia:

EITHER

- i. It is established in the territory of a Caribbean Community (CARICOM) Member State and has a valid Operating Licence in accordance with the applicable laws of Saint Lucia and/or as relevant, the applicable laws of that CARICOM Member State; and
- ii. the effective regulatory control of the airline is exercised and maintained by Saint Lucia or the CARICOM Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and
- iii. the airline is substantially owned and effectively controlled by Saint Lucia and/ or a CARICOM Member State (s) and / or their nationals.

OR

- iv. the airline is incorporated and has its principal place of business in Saint Lucia and holds a current Air Operator's Certificate issued by the aeronautical authority of Saint Lucia; and
 - v. the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by The Republic of Rwanda.
3. The Aeronautical Authority of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of International Air Services by such authority in conformity with the provisions of the Convention.
 4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a Designated Airline of the rights specified in paragraph 2 (b) i & ii of Article 3 of this Agreement, in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that substantial ownership and effective

control of that airline are, in the case of the Republic of Rwanda, it is established in accordance with the applicable laws of Rwanda, and in the case of Saint Lucia, vested in Saint Lucia, a CARICOM Member State(s) and/ or their nationals.

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

ARTICLE 4

Withholding, Revocation and Limitation of Authorization

1. The aeronautical authorities of each Party shall have the right to withhold the authorizations referred to in Article 3 (Designation and Authorization) of this Agreement with respect to an airline designated by the other Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently in the event:
 - a) they are not satisfied that the airline (s) is designated in accordance with provisions of Article 3 above; or
 - b) of failure of the Party designating the airline to comply with the provisions set forth in Article 7 (Safety) and Article 8 (Aviation Security); or
 - c) of failure of such designated airline to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.
2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph one (1) of the present Article is essential to prevent further infringements of laws and regulations, or of the provisions of this Agreement, such right shall be exercised only after consultation with the other Party. Such consultations shall take place prior to the expiry of thirty (30) days following the request by one Party, unless both Parties otherwise agree.

ARTICLE 5

Application of Laws

1. The laws and regulations of one Party governing entry into and departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft while within its territory, shall be applied to aircraft of the airlines of the other Party.
2. The laws and regulations of one Party relating to the entry into, stay in and departure from its territory of passengers, crew and cargo including mail such as those regarding immigration, customs, currency and health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the airline of the other Party while they are within the said territory.
3. Neither Party shall give preference to its own or any other airline over an airline of the other Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

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

ARTICLE 6

Recognition of Certificates and Licenses

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party and still in force shall be recognized as valid by the other Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
2. If the privileges or conditions of the licenses or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and since such difference has been filed with the International Civil Aviation Organization (ICAO), the other Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.
3. Each Party reserves the right, however, to refuse to recognize for the purpose of flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

ARTICLE 7

Safety

1. Each Party may request consultations at any time concerning the safety standards maintained by the other Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the standards established at that time pursuant to the Convention, the other Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO standards. The other Party shall then take appropriate corrective action within an agreed time period.
3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Party, on service to or from the territory of another Party, may, while within the territory of the other Party be the subject of a search by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.

4. When urgent action is essential to ensure the safety of an airline operation, each Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Party.
5. Any action by one Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.
6. With reference to paragraph 2, if it is determined that one Party remains in non-compliance with ICAO standards when the agreed time period has elapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

ARTICLE 8

Aviation Security

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

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
6. Each Party shall have the right, within sixty (60) days following notice of its intention for that purpose, for its aeronautical authorities to conduct an assessment in the territory of the other Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments shall be conducted expeditiously.
7. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the first Party may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

ARTICLE 9

User Charges

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

ARTICLE 10

Customs Duties

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

connection with the operation or servicing of aircraft of the designated airline of such other Party operating the agreed services.

2. The exemptions granted by this article shall apply to the items referred to in paragraph 1:
 - a) introduced into the territory of the Party by or on behalf of the designated airline of the other Party;
 - b) retained on board aircraft of the designated airline of one Party upon arrival in or leaving the territory of the other Party; or
 - c) taken on board aircraft of the designated airline of one Party in the territory of the other Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly within the territory of the Party granting the exemption, provided the ownership of such items is not transferred in the territory of the said Party.
3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of a designated airline of either Party, may be unloaded in the territory of the other Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time, as they are re-exported or otherwise disposed of in accordance with customs regulations.

ARTICLE 11

Capacity

1. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based on commercial considerations of the marketplace.
2. Neither Party shall unilaterally limit the volume of traffic, frequency, or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

ARTICLE 12

Pricing

1. Prices charged for air services operated under this Agreement may be freely established by the airlines and shall not be subject to approval. Intervention by the Parties shall be limited to:
 - (a) prevention of unreasonably discriminatory prices or practices;
 - (b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c) protection of airlines from prices that are artificially low due to direct or indirect government subsidy or support.

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

ARTICLE 13

Competition

1. The Parties shall inform each other, upon request, about their competition laws, policies and practices or changes thereto, and any particular objectives thereof, which could affect the operation of air transport services under this Agreement and shall identify the authorities responsible for their implementation.
2. The Parties shall notify each other whenever they consider that there may be incompatibility between the application of their competition laws, policies and practices and the matters related to the operation of this Agreement.
3. Notwithstanding any other provision to the contrary, nothing in this Agreement shall (i) require or favour the adoption of agreements between undertakings, decisions by associations of undertakings or concerted practices that prevent or distort competition; (ii) reinforce the effects of any such agreement, decision or concerted practice; or (iii) delegate to private economic operators the responsibility for taking measures that prevent, distort or restrict competition.

ARTICLE 14

Currency Conversion and Remittance of Earnings

1. Each Party shall permit airline(s) of the other Party to convert and transmit abroad, on demand, all local revenues from the sale of air transport services and associated activities directly linked to air transport in excess of sums locally disbursed, with conversion and remittance permitted promptly at the rate of exchange applicable as of the date of the request for conversion and remittance.
2. The conversion and remittance of such revenues shall be permitted in conformity with the applicable laws and regulations and are not subject to any administrative or exchange charges except those normally made by banks for the carrying out of such conversion and remittance.
3. The provisions of this Article do not exempt the airlines of both Parties of the duties, taxes and contributions they are subject to.
4. If there is a special agreement between the Parties to avoid double taxation, or a special agreement which regulates transferring of funds between the Parties, such agreements shall prevail.

ARTICLE 15

Commercial Activities

1. The designated airline of each Contracting Party shall have the right to establish offices in the territory of the other Contracting Party for the promotion and sale of air services on-line and off-line.

2. The designated airline of each Contracting Party shall be entitled, in accordance with the laws, regulations and rules of the other Contracting Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational and other specialist staff required for the provision of air services.
3. The designated airline of each Contracting Party may engage in the sale of air services in the territory of the other Contracting Party directly and, at the airline's discretion, through its agents. Each airline shall have the right to sell such transportation and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.
4. The designated airline of each Contracting Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the designated airline of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies according to local currency regulation.
5. Notwithstanding anything contained in this Article, the exercise of rights under this Article shall be in accordance with the applicable domestic laws, regulations and rules, and the Contracting Parties stipulate that the laws, regulations and rules shall be administered in a non-discriminatory fashion and consistent with the purposes of the Agreement.
6. The Designated Airlines shall have the right to perform its own ground handling operations in the Territory of the other Contracting Party if it is agreed by both Contracting Parties that the existing ground handling agency (agencies) is not capable of effectively carrying out the function. This right shall not include airside ground handling services and will only be subject to constraints resulting from requirements of airport safety, security and airport infrastructure. Where safety and security considerations preclude the exercise of the right mentioned in this paragraph, such ground handling services shall be made available without preference or discrimination to any airline engaged in similar international air services.
7. 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 points in the territories of the Contracting Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. The designated airlines shall perform the surface transportation service through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo air 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.
8. Both Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.

ARTICLE 16**Code Sharing**

1. In operating or holding out the agreed services on the specified routes, any designated airline of one Party may enter into commercial code-share arrangements with:
 - a) an airline(s) of either Party;
 - b) an airline(s) of a third Party;
 provided that all airlines in such arrangements:
 - i - hold the appropriate authority;
 - ii - meet the requirements normally applied to such arrangements; such as protection and information to passenger for liability.
2. All airlines in such arrangements must, in respect of any ticket sold by them, make it clear to the purchaser at the point of sale which airline or airlines the purchaser is entering into a contractual relationship.
3. Code-share arrangements may be subject to prior approval of the appropriate Authorities before implementation.

ARTICLE 17**Operational Flexibility**

1. Subject to article 8 and 9 of this Agreement, each airline may, in operating services authorized by this instrument, use its own aircraft or aircraft that have been leased ("dry lease"), subleased, rented by the hour ("interchange" or "lease for hours"), or leased with crew, insurance and maintenance ("wet lease"), through a contract between airlines of either Party or third countries, observing the laws and regulations of each Party and the Protocol on the Amendment to the Convention (Article 83 bis). The aeronautical authorities of the Parties shall conclude a specific agreement establishing the conditions of transfer of responsibility for safety, as provided by the International Civil Aviation Organization.
2. On any sector or sectors of the routes of the Annex of the Agreement, any airline shall be entitled to perform international air transportation, including under code sharing arrangements with other airlines, without any limitation as to change at any point or points on the route, in the type, size or number of aircraft operated, provided that the transportation beyond such point is a continuation of the transportation from the territory of the Contracting Party that has designated the airline and in the inbound direction the transportation to the territory of the Contracting Party that has designated the airline is a continuation of the transportation from beyond such point.

ARTICLE 18**Statistics**

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

ARTICLE 19

Approval of Schedules

1. The designated airline of each Party may be required to submit its envisaged flight schedules for approval to the aeronautical authorities of the other Party at least 30 (thirty) days prior to the operation of the agreed services. The same procedure shall apply to any modification thereof.
2. For supplementary flights, which the designated airline of one Party wishes to operate on the agreed services outside the approved timetable, that airline must request prior permission from the aeronautical authorities of the other Party. Such requests shall usually be submitted at least five (5) working days prior to the operation of such flights.

ARTICLE 20

Consultations

1. Either Party may, at any time, request consultations on the interpretation, application, implementation, or amendment of this Agreement or compliance with this Agreement.
2. Such consultations, which may be through discussion or by correspondence, shall begin within a period of 60 (sixty) days from the date the other Party receives a written request, unless otherwise agreed by the Parties.

ARTICLE 21

Settlement of Disputes

1. Any dispute arising between the Parties relating to the interpretation or application of this Agreement, the aeronautical authorities of both Parties shall in the first place endeavor to settle it by consultations and negotiation.
2. If the Parties fail to reach a settlement by negotiation, the dispute shall be settled through diplomatic channels.
3. If the Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, either Party may in accordance with its relevant laws and regulations refer the dispute to a tribunal of three arbitrators, which shall be constituted in the following manner:
 - a) within sixty (60) days after receipt of a written request for arbitration, each Party shall appoint one arbitrator. A national of a third country, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within thirty (30) days of the appointment of the second arbitrator;
 - b) if within the time limits specified in paragraph (3) subparagraph (a) of this Article, any appointment has not been made, either Party may, in writing, request the President of the Council of the International Civil Aviation Organisation to make the necessary appointment within thirty (30) days. If the President is of the same nationality as one of the Parties, the most senior Vice-President shall be requested to make the

appointment. If the Vice-President is of the same nationality as one of the Parties, the Member of the Council of the International Civil Aviation Organisation next in seniority who is not of the same nationality as one of the Parties shall be requested to make the appointment. In this case, the third arbitrator appointed by the President or Vice-President or Member of the Council of the International Civil Aviation Organisation, as the case may be, shall not be a national or permanent resident of the respective States of the Parties.

4. Except as hereinafter provided by this Article or as otherwise agreed by the Parties, the tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the written request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than fifteen (15) days after the tribunal is fully constituted.
5. Except as otherwise agreed by the Parties or prescribed by the tribunal, each Party shall submit a memorandum within forty-five (45) days of the time the tribunal is fully constituted. Each Party may submit a reply within sixty (60) days of submission of the memorandum of the other Party. The tribunal shall hold a hearing at the written request of either Party or at its discretion within fifteen (15) days after replies are due.
6. The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (30) days after the date both replies are submitted. The decision shall be taken by a majority vote.
7. The Parties may submit written requests for clarification of the decision within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.
8. The decisions of the arbitral tribunal shall be final and binding upon the Parties to the dispute.
9. Each Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Parties, including any expenses incurred by the President, Vice-President or Member of the Council of the International Civil Aviation Organisation in implementing the procedures in paragraph (3) of this Article.
10. If and so long as either Party fails to comply with any decision given under paragraph (6) of this Article, the other Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Party in default or to the designated airline or airlines in default.

ARTICLE 22**Amendments**

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

ARTICLE 23**Multilateral Agreements**

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

ARTICLE 24**Termination**

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

ARTICLE 25**Registration with ICAO**

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

ARTICLE 26**Entry into Force**

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

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

Done at KEGALI this 26 day of JUNE 2022 in duplicate in English, all texts being authentic.



For the Government of the
Republic of Rwanda



For the Government of the
Saint Lucia

ANNEX
ROUTE SCHEDULE

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

Points Behind	Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any points	Any points in Rwanda	Any points	Any points in Saint Lucia	Any points

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

Points Behind	Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any points	Any points in Saint Lucia	Any points	Any points in Rwanda	Any points

NOTES:

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

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that the transportation is part of a service that serves a point in the territory of the Party designating the airline.
2. The designated airlines of both Parties will, on any or all flights, exercise fifth freedom traffic rights at any intermediate and/or beyond points.
3. Additional rights shall be subject to agreement between the Aeronautical Authorities of both Parties.

ITEKA RYA PEREZIDA N° 018/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA SAINT LUCIA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 KAMENA 2022 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° 023/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y’u Rwanda na Guverinoma ya Saint Lucia ajyanye no gutwara abantu n’ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 Kamena 2022; Tumaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y’u Rwanda na Guverinoma ya Saint Lucia ajyanye no gutwara abantu n’ibintu mu kirere,	PRESIDENTIAL ORDER N° 018/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF SAINT LUCIA, SIGNED AT KIGALI, RWANDA, ON 26 JUNE 2022 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° 023/2024 of 26/01/2024 approving ratification of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of Saint Lucia, signed at Kigali, Rwanda, on 26 June 2022; After consideration of the Air Services Agreement between the Government of the Republic of Rwanda and the Government of Saint Lucia, signed at Kigali, Rwanda, on 26 June 2022;	ARRÊTÉ PRÉSIDENTIEL N° 018/01 DU 26/01/2024 RATIFIANT L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE SAINTE-LUCIE, SIGNÉ À KIGALI, AU RWANDA, LE 26 JUIN 2022 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° 023/2024 du 26/01/2024 portant approbation de ratification de l’Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de Sainte-Lucie, signé à Kigali, Rwanda, le 26 juin 2022 ; Après examen de l’Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de Sainte-Lucie, signé à Kigali, au Rwanda, le 26 juin 2022 ;
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yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 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 Saint Lucia ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 Kamena 2022, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. <u>Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka</u> Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.	On proposal by the Minister of Infrastructure; After consideration and approval by the Cabinet; DO ORDER: <u>Article One: Ratification</u> The Air Services Agreement between the Government of the Republic of Rwanda and the Government of Saint Lucia, signed at Kigali, Rwanda, on 26 June 2022, annexed to this Order, is ratified and becomes fully effective. <u>Article 2: Authorities responsible for the implementation of this Order</u> The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation, and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.	Sur proposition du Ministre des Infrastructures; Après examen et adoption par le Conseil des Ministres ; ARRÊTONS : <u>Article premier: Ratification</u> L'Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de Sainte-Lucie, signé à Kigali, au Rwanda, le 26 juin 2022, annexé au présent arrêté, 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 munsiri tangarijweho 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, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w’Intebe
Prime Minister
Premier Ministre

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

(sé)

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

UMUGEREKA W'ITEKA RYA PEREZIDA N° 018/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA SAINT LUCIA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 KAMENA 2022	ANNEX TO PRESIDENTIAL ORDER N° 018/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF SAINT LUCIA, SIGNED AT KIGALI, RWANDA, ON 26 JUNE 2022	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 018/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE SAINTE-LUCIE, SIGNÉ À KIGALI, AU RWANDA, LE 26 JUIN 2022
AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA SAINT LUCIA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 26 KAMENA 2022	AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF SAINT LUCIA, SIGNED AT KIGALI, RWANDA, ON 26 JUNE 2022	ACCORD SUR LES SERVICES AÉRIENS ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE SAINTE-LUCIE, SIGNÉ À KIGALI, AU RWANDA, LE 26 JUIN 2022

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 018/01 ryo ku wa 26/01/2024 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Saint Lucia ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Kigali mu Rwanda, ku wa 26 Kamena 2022	Seen to be annexed to Presidential Order n° 018/01 of 26/01/2024 ratifying the Air Services Agreement between the Government of the Republic of Rwanda and the Government of Saint Lucia, signed at Kigali, Rwanda, on 26 June 2022	Vu pour être annexé à l'Arrêté Présidentiel n° 018/01 du 26/01/2024 ratifiant l'Accord sur les services aériens entre le Gouvernement de la République du Rwanda et le Gouvernement de Sainte-Lucie, signé à Kigali, au Rwanda, le 26 juin 2022
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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

ITEKA RYA PEREZIDA N° 019/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA BOLIVARIYANI YA VENEZUELA NA REPUBULIKA Y’U RWANDA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I MONTRÉAL MURI CANADA, KU WA 04 UKWAKIRA 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° 019/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE BOLIVARIAN REPUBLIC OF VENEZUELA AND THE REPUBLIC OF RWANDA, SIGNED IN MONTREAL, CANADA, ON 04 OCTOBER 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° 019/01 DU 26/01/2024 RATIFIANT L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE BOLIVARIENNE DU VENEZUELA ET LA RÉPUBLIQUE DU RWANDA, SIGNÉ À MONTRÉAL, AU CANADA, LE 04 OCTOBRE 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° 019/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA BOLIVARIYANI YA VENEZUELA NA REPUBULIKA Y’U RWANDA AJYANYE NO GUTWARA ABANTU N’IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I MONTRÉAL MURI CANADA, KU WA 04 UKWAKIRA 2022 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° 024/2024 ryo ku wa 26/01/2024 ryemera kwemeza burundu Amasezerano hagati ya Repubulika Bolivariyani ya Venezuela na Repubulika y’u Rwanda ajyanye no gutwara abantu n’ibintu mu kirere, yashyiriweho umukono i Montréal muri Canada, ku wa 04 Ukwakira 2022; Tumaze gusuzuma Amasezerano hagati ya Repubulika Bolivariyani ya Venezuela na Repubulika y’u Rwanda ajyanye no gutwara abantu n’ibintu mu kirere, yashyiriweho	PRESIDENTIAL ORDER N° 019/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE BOLIVARIAN REPUBLIC OF VENEZUELA AND THE REPUBLIC OF RWANDA, SIGNED IN MONTREAL, CANADA, ON 04 OCTOBER 2022 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° 024/2024 of 26/01/2024 approving ratification of the Air Services Agreement between the Bolivarian Republic of Venezuela and the Republic of Rwanda, signed in Montreal, Canada, on 04 October 2022; After consideration of the Air Services Agreement between the Bolivarian Republic of Venezuela and the Republic of Rwanda, signed in Montreal, Canada, on 04 October 2022;	ARRÊTÉ PRÉSIDENTIEL N° 019/01 DU 26/01/2024 RATIFIANT L’ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE BOLIVARIENNE DU VENEZUELA ET LA RÉPUBLIQUE DU RWANDA, SIGNÉ À MONTRÉAL, AU CANADA, LE 04 OCTOBRE 2022 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° 024/2024 du 26/01/2024 portant approbation de ratification de l’Accord sur les services aériens entre la République Bolivarienne du Venezuela et la République du Rwanda, signé à Montréal, au Canada, le 04 octobre 2022 ; Après examen de l’Accord sur les services aériens entre la République Bolivarienne du Venezuela et la République du Rwanda, signé à Montréal, au Canada, le 04 octobre 2022 ;
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umukono i Montréal muri Canada, ku wa 04 Ukwakira 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 Repubulika Bolivariyani ya Venezuela na Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Montréal muri Canada, ku wa 04 Ukwakira 2022, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. <u>Ingingo ya 2: Abayobozi bashinzwe gushyira mu bikorwa iri teka</u> Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.	On proposal by the Minister of Infrastructure; After consideration and approval by the Cabinet; DO ORDER: <u>Article One: Ratification</u> The Air Services Agreement between the Bolivarian Republic of Venezuela and the Republic of Rwanda, signed in Montreal, Canada, on 04 October 2022, annexed to this Order, is ratified and becomes fully effective. <u>Article 2: Authorities responsible for the implementation of this Order</u> The Prime Minister, the Minister of Infrastructure, the Minister of Foreign Affairs and International Cooperation, and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.	Sur proposition du Ministre des Infrastructures ; Après examen et adoption par le Conseil des Ministres ; ARRÊTONS : <u>Article premier : Ratification</u> L'Accord sur les services aériens entre la République Bolivarienne du Venezuela et la République du Rwanda, signé à Montréal, au Canada, le 04 octobre 2022, annexé au présent arrêté, 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, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

UMUGEREKA W'ITEKA RYA PEREZIDA N° 019/01 RYO KU WA 26/01/2024 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA BOLIVARIYANI YA VENEZUELA NA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I MONTRÉAL MURI CANADA, KU WA 04 UKWAKIRA 2022	ANNEX TO PRESIDENTIAL ORDER N° 019/01 OF 26/01/2024 RATIFYING THE AIR SERVICES AGREEMENT BETWEEN THE BOLIVARIAN REPUBLIC OF VENEZUELA AND THE REPUBLIC OF RWANDA, SIGNED IN MONTREAL, CANADA, ON 04 OCTOBER 2022	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 019/01 DU 26/01/2024 RATIFIANT L'ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE BOLIVARIENNE DU VENEZUELA ET LA RÉPUBLIQUE DU RWANDA, SIGNÉ À MONTRÉAL, AU CANADA, LE 04 OCTOBRE 2022
AMASEZERANO HAGATI YA REPUBULIKA BOLIVARIYANI YA VENEZUELA NA REPUBULIKA Y'U RWANDA AJYANYE NO GUTWARA ABANTU N'IBINTU MU KIRERE, YASHYIRIWEHO UMUKONO I MONTRÉAL MURI CANADA, KU WA 04 UKWAKIRA 2022	AIR SERVICES AGREEMENT BETWEEN THE BOLIVARIAN REPUBLIC OF VENEZUELA AND THE REPUBLIC OF RWANDA, SIGNED IN MONTREAL, CANADA, ON 04 OCTOBER 2022	ACCORD SUR LES SERVICES AÉRIENS ENTRE LA RÉPUBLIQUE BOLIVARIENNE DU VENEZUELA ET LA RÉPUBLIQUE DU RWANDA, SIGNÉ À MONTRÉAL, AU CANADA, LE 04 OCTOBRE 2022

**AIR SERVICES AGREEMENT BETWEEN
THE BOLIVARIAN REPUBLIC OF VENEZUELA AND
THE REPUBLIC OF RWANDA**

The Bolivarian Republic of Venezuela and the Republic of Rwanda, referred to in the following as the Parties;

Desiring to promote an international air transport system that offers fair and equitable opportunities to the respective airlines for the exercise of their activity and that allows them to compete in accordance with the rules and regulations of each Party;

Desiring to favour the development of international air transportation;

Desiring to ensure the highest degree of safety in international air transportation and reaffirming their grave concern regarding acts or threats against the safety of aircraft which affect the safety of persons or property; and

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

Have agreed as follows:

**Article 1
Definitions**

For the purposes of this Agreement, unless otherwise specified, the following terms shall mean:

- a. "ICAO" means the International Civil Aviation Organization.
- b. "Aeronautical Authorities" in the case of the Bolivarian Republic of Venezuela, through its attached entity the National Institute of Civil Aeronautics (INAC), and in the case of the Republic of Rwanda, the Rwanda Civil Aviation Authority and in both cases any other institution or person legally authorized to perform the functions now exercised by the aforementioned authorities.
- c. "Agreement": means this Agreement, its Annexes and any amendments agreed by the Parties, in accordance with the procedure indicated in Article 25 (Modifications or Amendments).
- d. "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes any Annexes adopted pursuant to Article 90 of said Convention, any amendments to the Annexes or to the Convention pursuant to Articles 90 AND 96 thereof, provided that such Annexes and amendments have been approved or ratified by both Parties.
- e. "Agreed Services" means the scheduled international air services, which under the provisions of this Agreement, may be established on the specified routes.
- f. "Air Services", "International Air Services", "Airline" and "Stopover for Non-Commercial Purposes" have the meanings ascribed to them in Article 96 of the Agreement.

- g. "Designated Airline" means an airline or airlines that have been designated and authorized in accordance with Article 4 (Designation and Authorization) of this Agreement.
- h. "Specified Route(s)" means the route(s) specified in Schedule One (1) of this Agreement.
- i. "Tariffs" means the amounts and charges to be paid for the carriage by air of passengers, baggage and/or cargo and the conditions under which these prices apply. Including prices and conditions for agents and other auxiliary services, but excluding remuneration and conditions for the carriage of postal cargo.
- j. "Territory" in relation to a State has the meaning ascribed to it in Article 2 of the Convention.
- k. "Aeronautical Rights" means the charges made by competent authorities to airlines for the use of airports, airport service facilities, air navigation services, civil aviation safety services and other related services provided to aircraft.
- l. "Annex" means the schedule of routes annexed to this Agreement and any clause or note that is included in such Annex, as well as any modification made thereto in application of the provisions of Article 24 (Modifications or Amendments) of the Agreement.
- m. "Capacity" in relation to a specific air service, refers to the number of seats or cargo capacity by volume or weight that could be offered. It means the capacity of the aircraft used in such service, multiplied by the frequency during a given period on a specific route.

Article 2 Applicability of the Convention

In the implementation of the present Agreement, the Parties shall act in accordance with the dispositions of the Chicago Convention, in so far as they are applicable to international air services and binding on the Parties.

Article 3 Granting of Rights

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Schedule of Routes.
2. Subject to the provisions of this Agreement, the airlines designated by each Party, when operating international air services, shall enjoy:
 - a. The right to overfly over the territory of the other Party without landing.
 - b. The right to make stopovers in the territory of the other Party, for non-commercial purposes; and

- c. The right to make stopovers at the points on the routes specified in the Schedule of Routes of this Agreement to embark and disembark international passenger, cargo and mail traffic separately or combined, exercising the traffic rights indicated in Annex 1 (Schedule of Routes).
3. Other airlines of each Party that have not been designated in accordance with Article 4 (Designation and Authorization) of this Agreement shall also enjoy the rights specified in subparagraphs "a" and "b" of paragraph 2 of this Article.
4. Nothing in this Article shall be deemed to grant to a designated airline of a Party the right to take on board, in the territory of the other Party, passengers, baggage, cargo and mail, for remuneration and destined for another point in the territory of that other Party (cabotage).

Article 4 Designation and Authorization

1. Each Party shall have the right to designate, in accordance with the principle of real and effective reciprocity, in writing, by means of a Diplomatic Note addressed to the other Party, one or more airlines to operate the agreed services and to deny, revoke or alter such designation.
2. Upon receipt of such designation and request for operating authorization from the designated airline, in the form and manner prescribed, each Party shall grant an appropriate operating authorization with all its requirements, with a minimum of delay in processing, provided that:
 - a. Substantial ownership and effective control of the designated airline is vested in the designating Party or its nationals.
 - b. The Party designating the airline maintains effective regulatory control of the airline and that airline holds a valid Air Operator's Certificate (AOC) issued by that Party.
 - c. The designated airline is qualified to meet the conditions determined under the aeronautical laws and technical regulations normally applied to international air transport service operations by the Party receiving the designation.
3. Upon receipt of the operating authorization pursuant to numeral 2, a designated airline may, at any time begin to operate the agreed services for which it was designated, provided that it complies with the provisions of this Agreement.

Article 5 Refusal, Revocation and Limitation of Authorization

1. The Aeronautical Authorities of each Party shall have the right to refuse the authorizations referred to in Article 4 (Designation and Authorization) of this Agreement, to an airline designated by the other Party and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently, in the event that:

- a. The Aeronautical Authority is not satisfied that substantial ownership and effective control belong to the Party that designated the airline, or its nationals.
 - b. The Party designating the airline maintains effective regulatory control of the airline and that airline holds a valid Air Operator Certificate (AOC) issued by that Party.
 - c. That the designated airline is not qualified to meet other conditions determined under the laws and technical regulations normally applied to the operation of international air transport services by the Party receiving the designation.
2. Such right shall be exercised after consultation with the other Party, unless the immediate revocation, suspension or imposition of the conditions referred to in paragraph 1 of this Article is essential to prevent further violations of laws and technical regulations or violate the safety and security of civil aviation.

Article 6 **Applicable Legislation**

1. When entering, leaving or remaining in the territory of one Party, the designated airlines of the other Party shall comply with the laws, regulations and other legal provisions of the first Party.
2. When entering, leaving or remaining in the territory of one Party, the airlines of the other Party shall comply with the laws, regulations and other legal provisions of one Party, relating to the entry into or departure from its territory of passengers, crew, baggage, cargo and mail, such as those relating to immigration, customs, currency and sanitary controls applied to passengers, crew, baggage, cargo and mail carried by aircraft of the other Party's airline while in the territory of the other Party.
3. In the application of the laws and regulations referred to in this Article, neither Party shall give preference to its own or any other airlines over airlines designated by the other Party.

Article 7 **Recognition of Certificates and Licenses**

1. Each Party shall recognize certificates of airworthiness, certificates of rating, certificates of competency and licenses, issued or validated by one of the Parties and still in force, shall be recognized as valid by the other Party to operate the agreed services, provided that the requirements for the issuance and revalidation of such certificates and licenses are equal to or higher than the standards established under the Convention.
2. The privileges or conditions of the licenses or certificates referred to in the previous numeral, issued by the Aeronautical Authority of one of the Parties, for any person or airline designated or related to an aircraft used in the operation of the agreed services, allow a difference from the minimum standards established by the Convention, and that such difference has been notified to the International Civil Aviation Organization (ICAO), the other Party may request that consultations be held

between the Aeronautical Authorities, in order to clarify the practice in question.

3. Each Party reserves the right to refuse to accept, for the purpose of flight over or landing in its own territory, certificates of competency and licenses issued to its own nationals by the other Party or by a third State.

Article 8 Aviation Safety

1. Each Party may request, at any time, consultations between Aeronautical Authorities of the Parties on the safety regulations applied by the other Party, in aspects related to aeronautical facilities and services, flight crews, aircraft and aircraft operations. Such consultations shall be held within thirty (30) days from the date of the request.
2. If after such consultations, a Party concludes that the other Party does not maintain and efficiently administer safety standards, in the aspects referred to in paragraph 1, that meet the standards in force in accordance with the Convention, the other Party shall be informed of such findings and of the measures deemed necessary to comply with ICAO standards. The other Party shall then take the corrective measures appropriate to the case within an established time limit.
3. In accordance with Article 16 of the Convention, it is also agreed that any aircraft operated by or on behalf of an airline of a Party, providing service for it or from the territory of the other Party, when in the territory of the latter, shall be subject to an inspection by authorized representatives of the other Party, provided that the inspection does not cause unnecessary delay to the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the objective of this inspection shall be to verify the validity of the documentation related to the aircraft, the licenses of its crew and that the equipment of the aircraft and its condition are in accordance with the standards in force established on the basis of the Convention.
4. When urgent action is essential to maintain the safe operation of an airline, each Party reserves the right to immediately suspend or modify the operating authorization of one or more airlines of the other Party.
5. Any measure taken by one of the Parties in accordance with paragraph 4 shall be suspended when the reasons that led to the adoption of such measure no longer exist.
6. With reference to paragraph 2, when it is found that a Party continues to fail to comply with ICAO Standards after the expiration of the agreed time limit, the Secretary General of ICAO shall be notified thereof. He shall also be notified after a satisfactory solution to the situation has been found.
7. If one of these inspections or series of platform inspections results in:
 - a. Serious concerns that an aircraft or the operation thereof does not comply with the corresponding minimum standards established in application of the Convention.

- b. Serious findings that there is a lack of effective maintenance and administration of safety standards established pursuant to the Convention.

The inspecting Party may, for the purposes of Article 33 of the Convention, conclude that the requirements under which the certificates or licenses for such aircraft or crew have been issued or revalidated, or the requirements under which such aircraft are operated, are not equal to or higher than the minimum standards established pursuant to the Convention.

8. In the event that access to commence a tarmac inspection of an aircraft operated by a designated aircraft operator, in accordance with paragraph 3 above, is denied by a representative of that aircraft operator, the other Party may presume the existence of serious concerns referred to in paragraph 7 above and make the finding provided for in that paragraph.
9. If in the case of initiating a tarmac inspection of an aircraft operated by the designated airline of a Party it may infer that there are serious concerns as referred to in paragraph 7 above and make the findings referred to in that paragraph, that Party shall proceed with the application of such measures as it deems appropriate in accordance with the provisions of this Agreement.

Article 9 Aviation Security

1. In accordance with their rights and obligations under international law, the Parties reaffirm their mutual obligation to protect the security of civil aviation against acts of unlawful interference, which constitutes an integral part of this Agreement. Without limiting the general validity of their rights and obligations under International Law, the Parties shall act in particular in accordance with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963; the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970; the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on September 23, 1971, as provided for in any other convention or protocol on civil aviation safety, binding on both Parties.
2. The Parties shall provide upon request, all appropriate mutual assistance for the prevention of acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crews, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. In their mutual relationship, the Parties shall act in accordance with the aviation security provisions established by ICAO and designated as Annexes to the Convention; they shall require that operators of aircraft registered by them, or operators of aircraft having their principal place of business or permanent residence in their territory and operators of airports located in their territory, act in accordance with such aviation security provisions. Each Party shall notify the other Party of any differences between its national regulations and methods as well as the aviation security standards in the Annexes. Either Party may request immediate consultations with the other Party on such differences.

4. Each Party agrees that operators of such aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above and required by the other Party for entry into, departure from, or sojourn in the territory of the other Party. Each Party shall ensure that adequate measures are effectively applied in its territory to protect the aircraft and to inspect passengers, crews, hand baggage, baggage, cargo and stores on board, before and during boarding or loading. Each Party shall also give favorable consideration to any request by the other Party to adopt special and reasonable security measures to combat a specific threat. In such case, such measures shall be discussed in detail and their cost shall be considered and shared by both Parties.
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 crews, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and taking appropriate measures aimed at terminating, in a prompt and safe manner, such incident or threat.
6. Each Party shall have the right, within sixty (60) days of notification, to have its Aeronautical Authority conduct an assessment in the territory of the other Party of the security measures being applied or planned to be applied by aircraft operators with respect to flights arriving from or departing to the territory of the first Party. Administrative arrangements for the conduct of such assessments shall be made between the Aeronautical Authorities and implemented without delay in order to ensure that the assessments are conducted expeditiously. All assessments shall be covered by a specific confidential agreement.
7. When a Party has reasonable grounds to believe that the other Party is not in compliance with the provisions of this Article, the first Party may request consultations between the Aeronautical Authorities of each Party. Such consultations shall commence within fifteen (15) days after receipt of such request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the commencement of consultations shall constitute grounds for denying, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency or to prevent further non-compliance with the provisions of this Article, the affected Party may take temporary measures at any time.
8. Each Party shall take such measures as it considers practicable to ensure that an aircraft of the other Party, under an act of unlawful interference, shall be retained in such territory, unless its departure is indispensable in the best interests of protecting the lives of passengers and crews.

Article 10 Leasing

1. Either Party may prohibit the use of leased aircraft for the services agreed to in this Agreement, when they do not comply with the provisions of Article 8 (Aviation Safety) and Article 9 (Aviation Security) of this Agreement.

2. Subject to paragraph 1 above, the designated airlines of each Party may use leased aircraft of other airlines to operate the agreed services, provided that such arrangements do not amount to giving the leasing airline of another country access to traffic rights that would not otherwise be available.

Article 11

Customs Treatment

Aircraft used in international air services by a Party's designated airlines, as well as their regular equipment, spare parts, on-board stores remaining on the aircraft, shall be admitted temporarily under customs control, free of customs duties, upon entry into the territory of the other Party. Such equipment, spare parts, lubricants, fuel and supplies must remain on board the aircraft until the time of re-exportation. The temporary entry of these aircraft does not imply the processing of any authorization or declaration before the respective customs, but the other formalities established in the customs legislation shall be complied with.

The supplies and provisions destined for the use and consumption of passengers and crew members, equipment and spare parts, repair and accessory material for aircraft engaged in the international transport of cargo or passengers, the material necessary for ground operations, including ticket offices and tickets, shall enter the territory of the Parties under the customs regime of provisions on board, not subject to customs duties, but subject to the formalities established by the customs legislation and to the customs authority.

Article 12

Direct Transit

Passengers, baggage, cargo and mail in direct transit through the territory of a Party, which do not leave the area of the airport designated for such purpose, shall be subject to simplified screening, except for security measures against acts of violence, air piracy and smuggling of narcotic and psychotropic substances. Such baggage, cargo and mail in transit shall be suspended from the payment of customs duties and other similar taxes, tariffs and charges not based on the cost of services provided upon arrival. In accordance with the tax legislation of each Party.

Article 13

Capacity

1. The airlines designated by the Parties shall have equal opportunities to operate the services agreed to by this Agreement, in accordance with the routes, frequencies, rights, operating conditions and equipment, which are determined in the respective Annex that becomes part of this Agreement.
2. The agreed services to be provided by the designated airlines of each Party shall have as their principal objective the provision, on a reasonable basis, of adequate capacity for current and anticipated air traffic demands to and from the territory of the Party designating the airlines. The carriage of traffic embarked or disembarked within the territory of the other Party to or from points on specified routes within the territory of States other than those of the designated airlines shall be of a supplementary nature.

Article 14 Tariffs

1. Tariffs for air transportation of passengers and cargo shall be established in accordance with the national law of the country in which such passengers or cargo originate. Evidence of compliance with this provision shall be the ticket or air waybill authorizing the carriage of cargo.
2. The tariffs charged or proposed to be charged by the airlines designated by the Parties are subject to the legal regulations of each Party. Thus, each Party may adopt appropriate measures, in accordance with its national legislation, in order to avoid anti-competitive practices on the part of the airlines.
3. Each designated airline shall be free to determine the prices to be charged, which shall be in the currency of such country, cryptocurrencies or freely convertible currencies of other countries, subject to the laws and regulations of the countries of each Party.

Article 15 Fair Competition

1. The Parties agree that the following airline practices may be considered as possible unfair competitive practices that may warrant closer scrutiny:
 - a. For connecting flights, a ticket must be issued with as many coupons as there are legs of the route, including the connecting point, and must show the total value of the ticket, which in no case shall be less than the applicable tariff for the direct flight to the passenger's final destination.
 - b. No advertising or promotion may be made to connecting destinations as direct services.
2. If the Aeronautical Authority of a Party considers that one or more operations intended or carried out by the airlines designated by the other Party may constitute unfair competitive behavior, in accordance with the practices mentioned in paragraph 1, it may request that consultations be held in accordance with Article 24 (Consultations), in order to resolve the discrepancy. Such request shall state the reasons therefor and the consultations shall be initiated within thirty (30) days after the request.
3. If the Parties fail to resolve the dispute through consultations, either Party may apply Article 27 (Dispute Settlement) of this Agreement.

Article 16 Commercial Activities

1. Each Party shall grant to the designated airlines of the other Party the right to sell and market in its territory international air transportation services, directly or through agents or other intermediaries, as determined by the airline, including the right to establish its own offices as operating airline.

2. Each designated airline shall have the right to sell transportation services in the legal tender of that territory, or subject to national laws and regulations.
3. The designated airlines of a Party may, on the basis of reciprocity, bring and maintain in the territory of the other Party its representatives and commercial, operational and technical staff necessary in the operation of the agreed services.
4. The representatives and officials shall be subject to the laws and regulations in force of the other Party and in accordance with such laws and regulations.
5. Designated airlines may arrange for their own ground handling services in the territory of the other Party for passenger screening operations. This right does not include tarmac ground handling and shall be subject only to restrictions arising from airport safety, security and airport infrastructure considerations. In cases where such considerations prevent the exercise of the right referred to in this paragraph, such ground services shall be offered without preference or discrimination to any airline providing similar international air services.

Article 17 **Cooperative Marketing Arrangements**

1. Designated airlines of a Party may, as operators or marketers, freely enter into cooperative marketing arrangements, such as space blocking, code sharing or other joint operating formulas, with airlines that possess the appropriate route rights, comply with the applied requirements and the approval of the Aeronautical Authorities for such arrangements.
2. Airlines in code-sharing arrangements will agree on guidelines regarding aviation safety, security and facilitation responsibilities. A copy of the agreement reached shall be submitted to the Aeronautical Authorities of each Party for approval prior to the provision of the code-share services.
3. The Aeronautical Authorities shall accept such arrangements provided that the airlines carrying part or all of the route of the code-share services hold the underlying traffic rights or their authorization.
4. Airlines in such arrangements shall ensure, in respect of the air transport service sold, that it is clear to the user at the point of sale that it is a code-share service, which airline will operate each route section and with which airline or airlines it enters into a contractual relationship.

Article 18 **Aeronautical Rights**

1. Neither Party shall charge or permit to be charged from the designated airlines of the other Party aeronautical charges in excess of those charged to its own airlines operating similar international air services.
2. Each Party shall promote consultations on aeronautical rights between its competent authorities and the airlines using the services and facilities provided where practicable, through the representative organizations of such airlines. Proposed

changes to aeronautical charges should be communicated to such users reasonably in advance to allow them to express their views before the changes are made. In addition, each Party shall encourage its competent authorities and users to exchange appropriate information concerning aeronautical rights.

Article 19 Statistics

1. The Aeronautical Authority of each Party shall provide or shall cause its designated airlines to provide to the Aeronautical Authority of the other Party, upon request, such reports, statistical periodicals, or otherwise, as may be reasonably required.
2. Each Party's designated airlines shall comply with laws and regulations relating to the provision of statistical information.

Article 20 Itineraries Approval

1. The airline designated by each Party shall submit its flight schedule planning to the Aeronautical Authority of the other Party for approval at least thirty (30) days prior to the operation of the agreed services. The same procedure shall be applied for any modification of the schedules.
2. For non-scheduled flights that the airlines of one Party wish to operate outside the approved schedules, such airlines shall obtain prior authorization from the Aeronautical Authority of the other Party, which shall consider such request. Such request shall be submitted at least five (05) working days prior to the commencement of operations.

Article 21 Environment

The Parties support the need to protect the environment by promoting the sustainable development of civil aviation. The Parties agree with respect to operations between their respective territories to comply with the Standards and Recommended Practices (SARPs) of the International Civil Aviation Organization, as set forth in Annex 16 of the Convention, provided that such provisions are applicable, previously approved and not detrimental to the interest of the Parties.

Article 22 Transfer of Revenues

1. Each Party shall, on a reciprocal basis and upon request, grant to the designated airline of the other Party the right to convert and transfer to the territory or territories of their choice the local revenue surplus derived from the rendering of air transport services (transport of passengers, baggage, mail and cargo) in the territory of the other Party. The conversion and transfer of such revenue shall be made promptly, without restriction or taxation, at the exchange rate applicable on the date of the transfer.

2. Where the system of settlements between the Parties is governed by a special agreement, the said agreement shall apply.

Article 23 **Intermodal Services**

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

Article 24 **Consultations**

1. In a spirit of close cooperation, the Aeronautical Authorities of the Parties shall consult periodically with a view to ensuring the satisfactory implementation and enforcement of the provisions of this Agreement, or to discuss any disagreement related thereto.
2. Such consultations shall be initiated within sixty (60) days from the date of receipt of the request, unless otherwise agreed between the Parties.

Article 25 **Amendments or Modifications**

1. Any amendment or modification to this Agreement entered into between the Parties shall enter into force on the date of completion of the exchange of diplomatic notes indicating that all necessary internal procedures have been completed by the Parties.
2. Any amendment or modification to Annex One 1 (Schedule of Routes) of this Agreement may be agreed between the Aeronautical Authorities of the Parties and shall enter into force by exchange of Diplomatic Notes.

Article 26 **Multilateral Agreements**

If a Multilateral Agreement relating to air transport enters into force in relation to the Parties, this Agreement shall be amended to comply with the provisions of such multilateral agreement.

Article 27 **Dispute Settlement**

In the event of any dispute that may arise between the Parties, relating to the interpretation or application of this Agreement, with the exception of those that may arise with respect to Articles 8 (Aviation Safety), 9 (Aviation Security), 14 (Tariffs) and 24 (Consultations), the Aeronautical Authorities of the Parties shall combine efforts in the sense of resolving them through direct negotiations between them. If this is not possible, the dispute shall be considered by the Parties for resolution through diplomatic channels.

ANNEX 1 Table of Routes

Section 1.- Designation.

For the determination of the number of airlines to be designated by each Party, the principle of multiple designation is established.

Section 2.- Schedule of Routes.

The routes to be operated by the airlines designated by the Parties in the passenger, cargo and mail modes, exclusively or in combination, are determined as follows:

Routes to be operated in both directions by the airlines designated by the Bolivarian Republic of Venezuela:

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any point in the Bolivarian Republic of Venezuela	Any point	Any point in Rwanda	Any point

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

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any point in Rwanda	Any point	Points in the Bolivarian Republic of Venezuela	Any point

Section 3.- Rights.

The Designated Airline(s) of both Parties are entitled to exercise, in any type of service (passenger, cargo, separately or in combination), full fifth freedom traffic rights to/from any intermediate or beyond point(s) without any restriction whatsoever.

Section 4.- Frequencies and Capacity.

The airlines designated by the Parties may operate the number of frequencies that satisfy the market need. There shall be no restrictions as to the capacity of the aircraft to be used in the authorized services, except those arising from the technical conditions of the aircraft and the airports they operate.

Section 5.- Operating Conditions.

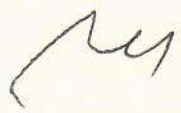
The designated airlines of each Party, prior notification to the Aeronautical Authorities, may, on any or all of their flights, omit stopovers at intermediate points and beyond, which shall not mean the loss of the rights granted.

Section 6.- Approval of Itineraries.

The flight schedules for the agreed air services shall be submitted for approval to the Aeronautical Authority at least thirty (30) days prior to the date scheduled for the commencement of operations. Said period may be reduced subject to the agreement of the Aeronautical Authority.

Section 7.- Non-scheduled Flights.

For non-scheduled flights that the airlines of one Party wish to operate outside the approved itineraries, such airlines shall obtain prior authorization from the Aeronautical Authority of the other Party, which shall consider such request. Such request shall be submitted at least five (05) working days prior to the commencement of operations.



Article 28
Termination

1. Either Party may, at any time, notify the other Party in writing, through diplomatic channels, of its decision to terminate this Agreement. Such notification shall be made simultaneously to ICAO. The Agreement shall terminate one (1) year after the date of receipt of the notification by the other Party, unless such notification is withdrawn by agreement before the expiration of such period.
2. If the other Party does not acknowledge receipt, the notification shall be deemed to have been received fourteen (14) days after its receipt by ICAO.

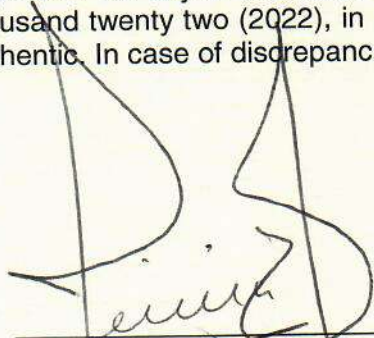
Article 29
Registration with ICAO

This Agreement and any amendment thereto shall be registered with ICAO by the Party in whose territory it was signed or as agreed between the Parties.

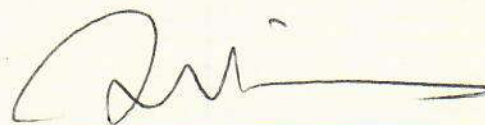
Article 30
Entry into Force

This Agreement shall enter into force thirty (30) days after the Parties have notified each other, through diplomatic channels, indicating that the internal constitutional and legal procedures for such purpose have been completed.

Signed in the city of Montreal, on the 04 day of the month of october of the year two thousand twenty two (2022), in Spanish and English languages, both texts being equally authentic. In case of discrepancies, the English text shall prevail.



MG Juan Manuel TEIXEIRA DÍAZ
President of the National Institute of Civil
Aviation
Bolivarian Republic of Venezuela



Silas UDAHEMUKA
Director General of Rwanda Civil
Aviation Authority
Republic of Rwanda

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 019/01 ryo ku wa 26/01/2024 ryemeza burundu Amasezerano hagati ya Repubulika Bolivariyani ya Venezuela na Repubulika y'u Rwanda ajyanye no gutwara abantu n'ibintu mu kirere, yashyiriweho umukono i Montréal muri Canada, ku wa 04 Ukwakira 2022	Seen to be annexed to Presidential Order n° 019/01 of 26/01/2024 ratifying the Air Services Agreement between the Bolivarian Republic of Venezuela and the Republic of Rwanda, signed in Montreal, Canada, on 04 October 2022	Vu pour être annexé à l'Arrêté Présidentiel n° 019/01 du 26/01/2024 ratifiant l'Accord sur les services aériens entre la République Bolivarienne du Venezuela et la République du Rwanda, signé à Montréal, au Canada, le 04 octobre 2022
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Kigali, 26/01/2024

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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